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Message from the President of the United States, transmitting a communication from the Secretary of the Interior, submitting an agreement with the Indians of the Colville Reservation for the cession of a part of their lands.

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## MESSAGE

FROM THE

# PRESIDENT OF THE UNITED STATES.

TRANSMITTING

*A communication from the Secretary of the Interior, submitting an agreement with the Indians of the Colville Reservation for the cession of a part of their lands.*

JANUARY 6, 1892.—Read, referred to the Committee on Indian Affairs, and ordered to be printed.

*To the Senate and House of Representatives:*

I transmit herewith, for the consideration of Congress, a communication of the 4th instant from the Secretary of the Interior, submitting the agreement entered into between the Indians of the Colville Reservation, in the State of Washington, and the commissioners appointed under the provisions of the act of August 19, 1890, to negotiate with them for the cession of such portion of said reservation as said Indians may be willing to dispose of, that the same may be opened to white settlement.

BENJ. HARRISON.

EXECUTIVE MANSION, *January 6, 1892.*

DEPARTMENT OF THE INTERIOR,  
*Washington, January 4, 1892.*

THE PRESIDENT:

I have the honor to submit herewith an agreement made and entered into by and between the Indians of the Colville Reservation, in the State of Washington, and the commissioners appointed in pursuance of the act of August 19, 1890 (26 Stats., 355).

By this agreement these Indians cede and relinquish the north half of their reservation.

This agreement has been considered by the Commissioner of Indian Affairs, as shown by his letter herewith, and a draft of a bill to ratify and confirm the same has been prepared and is inclosed.

I also submit herewith a copy of a communication from the honorable Assistant Attorney-General for this Department, who has carefully examined the agreement and the bill, and who states that the latter, if enacted by Congress, will be quite adequate to carry out the agreement according to its terms and conditions.

The Assistant Attorney-General has suggested the necessary provision for the disposition of the ceded lands, which appears as section 3 of the bill submitted.

Deeming it proper that said agreement should be transmitted to Congress by the President and with his approval, I have the honor to recommend that this matter be presented for the early and favorable consideration of that body.

I have the honor to be, very respectfully, your obedient servant,  
 JOHN W. NOBLE,  
*Secretary.*

DEPARTMENT OF THE INTERIOR,  
 OFFICE OF INDIAN AFFAIRS,  
*Washington, December 5, 1891.*

SIR: I have the honor to transmit herewith, for your consideration, the report of Messrs. Mark A. Fullerton, William H. H. Dufur, and James F. Payne, a commission appointed for the purpose of investigating and determining the correct location of the Warm Springs Reservation, in Oregon, and which commission was also required by the act of August 19, 1890 (26 Stats., 355), to—

visit the Colville Indian Reservation, in the State of Washington, and negotiate with said Colville and other bands of Indians on said reservation for the cession of such portion of said reservation as said Indians may be willing to dispose of, that the same may be opened to white settlement.

Instructions were given the commission for this purpose on the 21st of October, 1890, which instructions were duly approved by you (copy herewith).

The report of the commission is dated June 8, 1891. The commissioners' report that they held various councils with the Indians and obtained the signatures of 506 of the male Indians residing on the Colville Reservation above the age of 18 years, who signed an agreement ceding about one-half of their reservation. They report that there are 685 male Indians above 18 years of age residing on the reservation; that of said number 49, according to the census of the Colville Indians, are between the ages of 18 and 21; that there are 636 male adult Indians, or those above 21 years, on said reservation according to the census of 1890; that from the census and from evidence obtained 319 constitute a majority of all the male adult Indians on said reservation, and that 500 of said male adult Indians have signed the agreement of sale. That of said Indians who are above the age of 18 years, 343 constitute a majority, and that 506 of such signed said agreement. The agreement is also signed by a number of widows and other female heads of families, and it is executed in proper form and properly certified to by the interpreter and witnessed by the agent in charge of the Colville Agency.

By the first article of the agreement the Colville Indians residing and having their homes on the Colville Reservation surrender and relinquish to the United States all their right, title, claim, and interest in, to, and over the following-described tract of country on said Indian reservation:

Beginning at a point on the eastern boundary line of the Colville Indian Reservation where the township line between townships 34 and 35 north, of range 37 east of the Willamette meridian if extended west, would intersect the same, said point being in the middle of the channel of the Columbia River, and running thence west parallel with the forty-ninth parallel of latitude to the western boundary line of the said Colville Indian Reservation on the Okanagon River; thence north, following the said western boundary line to the said forty-ninth parallel of latitude; thence east along the said forty-ninth parallel of latitude to the northeast corner of the said Colville Indian Reservation; thence south, following the eastern boundary of said reservation to the place of beginning, containing, by estimation, 1,500,000 acres, the same being a portion of the Colville Indian Reservation created by executive order dated April 9, 1872.

This line from east to west practically divides the Colville Reservation into two equal portions, of which they cede and relinquish the northern half.

By the second article of the agreement each and every Indian residing upon that portion of the reservation thereby ceded, and who is so entitled to reside, is entitled to select from said ceded portion 80 acres of land to be allotted to such Indian in severalty. No restrictions as to locality shall be placed upon such selections other than that they shall be located so as to conform to the Congressional survey or subdivision of said tract of country. All such allotments are to be made at the cost of the United States under such rules and regulations as the Secretary of the Interior may from time to time prescribe.

By the third article of the agreement all the Indians residing on the lands ceded have the right, if they shall prefer to do so, under the direction of the Indian agent, to occupy and reside upon such portions of the Colville Indian Reservation not ceded as are not occupied or in the possession of any other Indian or Indians.

The fourth article of the agreement is as follows:

Whereas the lands used and occupied for school purposes at what is known as the Tonasket School, on Bounaparte Creek, on said reservation, have been ceded and relinquished to the United States, it is agreed and stipulated that in lieu thereof the United States will provide for a school site and school purposes a tract of land conveniently and desirably located upon the Colville Indian Reservation hereby ceded, to contain 640 acres, and upon the same, at the cost of the United States, will erect suitable buildings for an Indian school, and in all respects provide for the conduct, equipment, and maintenance thereof as Indian schools are now provided for; it being expressly understood and agreed that no part of the purchase money hereinafter mentioned for the lands hereby ceded is to be employed or expended in the erection of school buildings or in the maintenance of Indian schools upon said reservation; and it is further stipulated that in lieu of the sawmill, gristmill, and other mill property hereby ceded, the United States will provide a suitable and convenient mill site, and will thereon, at its own cost, erect suitable buildings and place all necessary fixtures.

By the fifth article the United States agrees to pay to the Indians, beneficiaries of the agreement, to be distributed per capita, the sum of \$1,500,000, payable in five annual installments of \$300,000 each, with interest thereon at 5 per centum after the agreement shall take effect. In all such payments each and every Indian over the age of 18 years is to receive and receipt for his or her share of the purchase money as the same becomes due and payable, and—

with respect to the share of each and every Indian aforesaid who shall be under 18 years of age, the same shall be invested, under the direction of the Secretary of the Interior, for the benefit of such Indians, at a rate of interest not less than 5 per centum per annum, and the interest thereof, with so much of the principal as may be deemed necessary and proper, shall be paid annually to the father of such Indian so entitled under the age of 18 years, if living, and if such father be dead, then the same shall be paid to the mother, if living, and in the event such mother be dead, then the same shall be paid to the Indian agent of the Colville Reservation for the use and maintenance of such orphan, and when such minors shall attain their majority their shares in said purchase money, or so much thereof as may remain unpaid, shall be paid over to them, together with any interest that may be due thereon.

By the sixth article it is agreed that the land to be allotted to the Indians, and the improvements thereon, shall not be subject within the limitations prescribed by law to taxation for any purpose, nation, State, or municipal. That said Indians shall enjoy without let or hindrance the right to use all water power and water courses belonging to or connected with the lands to be so allotted, and that the right to hunt and fish in common with all other persons on the lands not allotted to said Indians shall not be taken away or in any way abridged.

By the seventh article it is agreed that the United States, at its own

cost, shall erect on that portion of the Colville Reservation not ceded, at some point suitable and convenient to the Indians who may elect to remain upon the portion of the reservation which is ceded and have allotments thereon, a blacksmith shop, and furnish the same with suitable tools and implements and employ a competent blacksmith for the benefit of said Indians.

By the eighth article the United States agrees that it will pay in two equal annual installments, with interest, the shares of all such Indians above 18 years of age in said purchase money as will furnish the Secretary of the Interior a certificate in due form from the Indian agent of said Colville Reservation to the effect that such Indian or Indians are of good character, of sober and industrious habits, and are suitable persons to intrust with the expenditure of money.

By the ninth article such male adult Indians upon the Colville Reservation as do not, on account of absence or for any other cause, sign the agreement are required, upon receiving their shares of the purchase money, to execute and file with the Indian agent a brief relinquishment, releasing to the United States all their right, title, interest, and estate in and to the lands ceded.

It is further stipulated that in the event any of said Indians shall, after reasonable notice is given, fail, neglect, refuse, or decline to receive and receipt for their shares in said purchase money, then and in all such cases, under such rules and regulations as the Secretary of the Interior may prescribe, the share or shares of such Indians which are not claimed or called for shall become the common property of all the Indians on said reservation who conform to the agreement, and they shall share alike therein.

The tenth article is as follows:

At the request of said Indians it is agreed and stipulated that the school site referred to in article 4 of this agreement shall be located upon that portion of the land hereby ceded which the Indians interested in said school may select, and the mill and gristmill referred to in said article 4 shall be located upon that part of said reservation not ceded at such point as will be convenient to the Indians electing to remain on the ceded part of the reservation.

By article 11 the United States agrees, in further consideration of the cession, to make payment to certain chiefs as follows, upon the understanding that said chiefs and their people will faithfully perform the agreement: To Moses, the sum of \$1,500 in cash; to Joseph, chief of the Nez Percés, the sum of \$1,000 in cash; to Barnaby, chief of the Colvilles, the sum of \$1,000 in cash; to Antwine, chief of the Okanagans, the sum of \$1,000 in cash; and to Aripaughin, chief of the Lake tribe, the sum of \$1,000 in cash, "from and after the ratification and approval of this agreement by Congress, at which time the same will go into effect."

Article 12 provides that the agreement shall go into effect from and after its ratification by Congress.

In their report the commissioners say that of the portion of territory ceded it is estimated that about 300,000 acres are suitable for agricultural purposes, the remainder being very valuable for grazing purposes and for the timber thereon; that much of the territory is mountainous and abounds in rich mineral deposits. They also say that the southern portion, it being the portion not ceded, contains the largest proportion of agricultural lands, and the grazing lands upon this portion are for the most part fine; that the supply of timber is quite ample, and that from their best information they believe there is upon the portion of the reservation not ceded an acreage of land suitable for agricultural pur-

poses very largely in excess of 160,000 acres. They further say that they did not deem it advisable to negotiate with the Indians for the purchase of any greater area of territory than that ceded, and are satisfied that the portion of the reservation not ceded contains ample territory for the comfort, security, support, and maintenance of all the Indians upon said reservation in their various avocations of life. They regard the price paid as fair, just, and reasonable, and state that this opinion is concurred in by Agent Cole.

As to the provisions for a new school site the commissioners remark that—

There was much dissatisfaction among the Indians with respect to the location of the Indian school known as Tonasket school, situated on Buonaparte Creek, many of them claiming that it was inconveniently located and that the site was chosen without their being allowed a voice in its selection. They asked for a larger area of land upon which to locate and build school buildings and that the privilege be given them to select or to have a voice in the selection of a school site in lieu of the site ceded. This demand came chiefly from the Okanagan band, who are more interested than any other in said school. The commission, after carefully considering this demand and finding that many of the Indians were earnest supporters of the school and were making steady improvement in education and civilization, concluded to accede to this demand, and an article was accordingly inserted in the agreement of sale and a school site provided for to contain 640 acres.

The commissioners report that they found the general condition of the Indians on the reservation to be quite good; that their chiefs for the most part are earnestly striving for the elevation of their people and encourage them to make their own living by honest toil, and Chief Moses is exerting himself in a wholesome influence over the people. On account of the good example set by many of the chiefs, the commissioners thought it proper to make suitable provision for them in the agreement of sale.

In concluding their report the commissioners say:

There is a band of Indians residing upon said Colville Reservation known as the San Puell tribe. The Nespelum band in fact belongs to the San Puell tribe, but have taken another name from the locality (Nespelum) in which they reside. The San Puell and Nespelum bands refused to sell any portion of the reservation and have stoutly persisted in saying that they would receive no part of the purchase money in the event a majority of the Indians should sign the agreement. They are a suspicious and ignorant tribe of Indians and refuse to permit their children to attend school. They successfully resisted all attempts of the Indian agent to enumerate them in taking the census. At the councils they were rude and boisterous and their influence over the other Indians at the reservation is always injurious. It is respectfully recommended that the Indian schoolhouse recently destroyed by fire be rebuilt as soon as possible and that such steps be resorted to on the part of the Department as may be deemed best to compel the San Puell Indians to send their children to said school.

The Colville Indian Reservation was originally set aside by executive order of April 9, 1872, for the bands of Indians in Washington Territory named in a communication of the Commissioner of Indian Affairs, dated April 8, 1872, "and for such other Indians as the Department of the Interior may see fit to locate thereon," and by executive order of July 2, 1872, the tract of country referred to in the executive order of April 9, 1872, was restored to the public domain, and in lieu thereof a tract bounded on the east and south by the Columbia River, on the west by the Okanagan River, and on the north by the British Possessions was set apart as a reservation for said Indians and for such other Indians as the Department of the Interior might see fit to locate thereon.

In a communication addressed to the President by Turner and Graves, of Spokane, Wash., June 13, 1891, four members of the San Puell tribe



and one member of the Nespelum tribe, for themselves and on behalf of other tribes, and also on behalf of the Lower Okanagan and Lower Colville tribes of Indians, represent that the Colville Reservation was set apart for the enjoyment of said four tribes named by executive order; that said tribes have lately had presented to them by commissioners appointed by the President for the purpose a treaty surrendering to the Government of the United States the northern half of their reservation; that not one-fifth of the male members of the four tribes above named signed or gave their consent to said treaty; that most of those who did sign were led to believe by the statements of E. C. Thomas, the Indian farmer, aided by John Gober, a half-breed Indian, living on the reservation, that if they did not sign the treaty they would be forcibly removed from the reservation and put in prison; that since the Colville Reservation was set apart for the enjoyment of the tribes above named two other tribes of Indians have been domiciled on the reservation without the consent of those for whom the reservation was originally set apart, viz, the Moses tribe of Indians and the Joseph tribe of Nez Percés; that at the time of the visit of the commissioners to the Colville Reservation to negotiate the treaty in question the Joseph band of Nez Percés made no claim to right to participate in the negotiations or proceedings, and were not recognized by the commissioners as having any rights therein, but said commissioners did recognize the said Moses band of Indians, and it was only by so recognizing them and by accepting the signatures of members of said tribe to said treaty that the appearance was given of a majority of the males on said reservation acceding to said treaty.

They protest that not one-fifth of the four tribes interested in the said reservation have agreed to the treaty; that the Moses Indians have no rights on the said reservation or in any consideration to be given for a relinquishment of Indian rights in the same; that if the present treaty be accepted as expressing the will of the tribes having rights in the said reservation and be confirmed by the Senate and put in force, great injustice will be done to a people who are entitled to the consideration and protection of the Government of the United States by reason of the friendly attitude which they have maintained toward the whites from the commencement of their intercourse with that race down to the present time. Therefore they pray that the President will cause an investigation to be made concerning the rights of said Moses tribe of Indians in and upon said reservation, and concerning the question whether a majority of those really interested in the said reservation have agreed to surrender any part of it, and as to the means used to procure the signatures of the members of the tribes represented by petitioners to the said pretended treaty, and that if the representations hereinbefore set forth be found to be true, that the said treaty be considered as not accepted by the tribes interested in said reservation, and that their rights in said reservation be maintained and protected as formerly.

As will be seen by the executive order the Colville Reservation was not set aside for the exclusive use and occupation of the tribes mentioned in the letter, but was set apart for those tribes and such other Indians as the Department of the Interior might see fit to locate thereon. The consent of the original tribes located on the reservation to the location of others is not required by the terms of the order. The Moses Indians were properly located by and in pursuance of an agreement made by the Department and ratified by Congress. The agreement has unquestionably been signed by a majority of the male adult Indians located upon the Colville Reservation.

The commissioners were instructed that the agreement must be signed by at least a majority of all the male adults occupying the reservation in order to give it validity. "A majority of each band is not absolutely required, but should be obtained if practicable." The agreement, therefore, appears to be the act of a majority of the Indians.

The commissioners do not give any estimate of the number of Indians that will probably remain on the ceded portion of the reservation, and who are entitled to allotments under the second article of the agreement. It is therefore impossible to give an estimate of the cost of making such allotments with any degree of exactness.

From a map of the reservation, furnished by late Agent Gwydir, and the report of Agent Cole, of March 15, 1890, it appears that a considerable number of the Indians are located along the Columbia and Okanagan rivers and the international boundary within the ceded tract. No surveys have been made within the reservation. I do not think it safe to estimate the cost of these surveys and allotments at less than \$50,000, although it may not require more than half of that sum.

These allotments should be made under the act of February 8, 1887 (24 Stats., 388), as amended by the act of February 28, 1891 (26 Stats., 794), and in conformity with the provisions thereof.

As to the fourth article it is remarked that the agreement made with Moses, July 7, 1883 (Annual Report, 1883, p. lxx), required that a saw and grist mill and a boarding school should be located on Buonaparte Creek, therefore the Department is not responsible for its location.

For the erection and equipment of the new school buildings, and for the erection of the saw and grist mill, including the necessary fixtures and machinery, and the pay of miller at \$900 per annum, engineer and sawyer at \$900 per annum, assistant miller at \$450 per annum, and of assistant engineer and sawyer at \$450 per annum, for one year the sum of say \$48,000 will be required.

The fifth article provides that the per capita payments due to minors under 18 years of age shall be invested under the direction of the Secretary of the Interior. The act ratifying the agreement should provide, in order that there may be no question as to the manner of investment, that such shares shall be placed in the Treasury of the United States and bear interest at the rate of 5 per centum per annum.

The shares of orphans, which are to be paid to the Indian agent for the use and maintenance of such orphans, should be expended only under the direction of the Commissioner of Indian Affairs.

For the erection of the blacksmith shop and suitable dwelling or blacksmith, purchase of tools and implements, and the pay of blacksmith for one year (Article 7), the sum of \$5,000 should be appropriated.

The provision of Article 8, authorizing the payment of per capita shares in two annual payments to such adult Indians as "are well advanced in industrial pursuits and economical training, and possess habits so well formed" as to warrant such payment, is a matter of great importance, and should be as carefully guarded as the terms of the article will admit. The certificate to be furnished should be satisfactory to the Secretary of the Interior.

The Indian agent who may be in charge of the reservation should also be required to exercise the utmost possible care in the issuance of such certificates.

Article 10 provides for the forfeiture of the shares of those Indians who, after reasonable notice, fail, neglect, refuse, or decline to receive them.



The Indians of this reservation are scattered over a large tract of country, and some of them are dissatisfied with the agreement. Ample time should be given to inform all of them in regard to the payments, and the shares of those who at first refuse should be held for many years rather than that any injustice should be done.

Article 11 is understood to provide for one payment to each of the five chiefs, which will require an appropriation of \$5,500.

I have prepared the draft of a bill ratifying the agreement and embodying the foregoing suggestions, and submit the same, with copies of the papers, for transmission to Congress.

Very respectfully, your obedient servant,

T. J. MORGAN,  
*Commissioner.*

The SECRETARY OF THE INTERIOR.

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OFFICE OF THE WARM SPRINGS AND  
COLVILLE INDIAN COMMISSION,  
*Colfax, Wash., June 8, 1891.*

SIR: The commission appointed under authority of the act of Congress approved August 19, 1890 (Indian appropriation act), "to visit the Colville Indian Reservation, in the State of Washington, and negotiate with said Colville and other bands of Indians on said reservation for the cession of such portion of said reservation as said Indians may be willing to dispose of, that the same may be opened to white settlement," have the honor to submit the following report of their negotiations with said Indians, pursuant to instructions received from the Department of the Interior, Office of Indian Affairs, dated October 21, 1890:

After the completion of labors with respect to the location of the northern boundary of the Warm Springs Indian Reservation in the State of Oregon, and after the collection of record evidence in the city of Portland, Oregon, required in connection therewith, the commission met in Spokane Falls, Wash., April 27, 1891, and it being announced that H. J. Cole, Indian agent at the Colville Reservation, was in the city, he was invited to meet with the commission and advise as to the plan of prosecuting the work to be undertaken.

After due consultation it was resolved to hold the first council with the Indians upon said reservation at Nespelum, on the 7th May, 1891, and Agent Cole was requested to give due notice to said Indians of the time and place of said council.

On the day following, to wit, April 28, 1891, the commission set out for the agency of the Colville Indian Reservation near Fort Spokane, arriving the next day, April 29, 1891.

On May 1, 1891, the commission set out from the agency for Nespelum upon the said reservation, accompanied by H. J. Cole, Indian agent, who was specially authorized and empowered by the Commissioner of Indian Affairs to attend, along with the commission, the councils to be held at Nespelum and Marcus on said reservation.

After crossing with some difficulty the Columbia River in canoes at a point called "Stevensons" or "Moses Crossing," the commission, on May 2, 1891, arrived at Nespelum, distant about 12 miles from the Columbia River and about 75 miles from the Colville agency.

In this connection the Commission would most respectfully call your

attention to the necessity of providing a ferry at "Stevensons" or "Moses Crossing," on the said Columbia River, to the end that employes of the Government and Government freight for the Nespelum warehouse may be safely and securely transported across said river. In the present condition of affairs transportation of freight across said river is at all times insecure and often impossible on account of high water, and commissioners are informed that a suitable ferry at said river could be provided with but little expense to the Government.

The interval of time prior to May 7, 1891, the date of meeting of the first council with the Indians, was spent by the commission in examining the reservation as far as possible and in obtaining information with respect to the character, habits, and disposition of the several tribes of Indians residing thereon, as well as information relating to the value of the lands.

Minutes of the council held with the Indians at Nespelum, beginning May 7, 1891, and ending May 12, 1891, were duly kept, as also minutes of the council at Marcus May 22 and 23, 1891, and accompany this report.

The commission, after the conclusion of the council at Nespelum, on May 12, 1891, issued a call for another council of the Indians to be convened at Marcus May 22, 1891, and due notice of said council was given to all the Indians upon the reservation.

The time intervening between May 12, 1891, and the council at Marcus May 22, 1891, was likewise spent by commission in visiting different sections of the reservation, for the purpose of examining the character and value of the lands thereon and for the purpose also of obtaining accurate information with respect to the habits and disposition of the Indians.

Of that portion of the territory ceded it is estimated that about 300,000 acres are suitable for agricultural purposes. The remainder is very valuable for grazing purposes and for the timber thereon. Much of the territory ceded is mountainous and abounds in rich mineral deposits. The southern portion of said reservation, it being the portion thereof not ceded, contains the largest proportion of agricultural lands, and the grazing lands upon this portion are for the most part fine. The supply of timber here is quite ample. From the best information the commission has been able to obtain it is believed that there is upon the portion of said reservation not ceded an acreage of land suitable for agricultural purposes very largely in excess of 160,000 acres (the limitations indicated in Department instructions of date October 21, 1891).

The commission did not deem it advisable to negotiate with the Indians for the purchase of any greater area of territory than that ceded, and are satisfied that the portion of said reservation not ceded contains ample territory for the comfort, security, support, and maintenance of all the Indians upon said reservation in their various avocations of life. From the best information the commission could obtain without incurring the expense of a survey (and this was not practicable owing to scarcity of funds), there remains of the portion of the Colville Reservation not ceded nearly 1,300,000 acres.

The price offered the Indians for the territory ceded is believed to be entirely fair and just, and was approved by Indian Agent Cole, who advised the Indians that the terms of sale as proposed by the commission were fair, just, and reasonable.

It will be found that of 685 male Indians residing on said reservation above the age of 18 years (including San Puell band), 506 of such males have signed the agreement of sale. Of said number of 685 male In-

dians above 18 years of age, 49 thereof according to the census record of the Colville Indian Agency are between the years of 18 and 21.

The commission finds as a fact that there are 636 male adult Indians, or those above 21 years of age, upon said reservation, according to the census of 1890, making no allowances for removals and deaths.

The commission finds and reports as a fact from the census and from evidence obtained that 319 constitutes a majority of all the male adult Indians on said reservation, and that 500 of such male adult Indians have signed the agreement of sale; that of said male Indians above the age of 18 years 343 constitute a majority, and as above stated 506 of such signed the said agreement.

The women who have signed said agreement of sale are widows of Indians deceased prior to and since the census of 1890 above the age of 18 years. Many of these widows have large and dependent families, and as they are believed to have an interest in the lands ceded, upon their solicitation they were permitted to sign the agreement.

The commission found that there was much dissatisfaction among the Indians with respect to the location of the Indian school known as the Tonasket school, situated on Bonaparte Creek, many of them claiming that it was inconveniently located, and that the site was chosen without their being allowed a voice in its selection. They asked for a larger area of land upon which to erect a suitable school building, and that the privilege be given them to select or to have a voice in the selection of a school site in lieu of the cite ceded. This demand came chiefly from the Okanagan band; who are more interested than the others in said school.

The commission, after carefully considering this demand, and finding that the Indians making the same were earnest supporters of the school and were making steady improvement in education and civilization, concluded to accede to this demand. An article was accordingly inserted in the agreement of sale, and a school site provided for to contain 640 acres.

The commission found the general condition of the Indians on said reservation to be quite good. Many of them display deep interest in the education and proper training of their children, and many of them are well advanced in industrial pursuits. Their chiefs for the most part are earnestly striving for the elevation of their people, and they encourage them to make their own living by honest toil.

Chief Moses is exerting a good and wholesome influence over his people. He has shown his appreciation of the liberality of the Government towards him by doing substantial deeds of good, aiming to break down the prejudice between the white man and the red man. On account of the good example set by many of these chiefs, the commission thought it proper to make suitable provision for them in the agreement of sale.

In this connection the commission has not thought it amiss to call your attention to a matter which has come under their immediate observation and is most likely not known to the Department. It will doubtless be remembered that under the treaty with Moses, chief of the Columbia tribe of Indians in the year 1883, the Secretary of the Interior on the part of the United States agreed to furnish and did furnish Moses the sum of \$1,000, to be used and employed in building him a house upon the reservation. At the request of Moses this house, which is distant about 3 miles from Nespelum, was carefully examined and inspected, and the commission find and report that a rough one-story frame building of only four small rooms has been erected for Moses out of said

donation; that the lumber used in said building was furnished by Moses, and that out of the said sum of \$1,000 sent to the Indian agent to be employed in the erection of said house, not more than \$400 thereof was so employed.

The commission has thought proper to refer to this matter to the end that such action in relation thereto as seemed proper might be taken, it being apparent that gross fraud has been in this instance committed.

There is a band of Indians residing upon said Colville Reservation known as the San Puell tribe. The Nespelum band in fact belong to the San Puell tribe, but have taken another name from the locality (Nespelum) in which they reside. The Nespelum and San Puell bands refused to sell any portion of the reservation, and stoutly persisted in saying that they would receive no part of the purchase money in the event the majority of Indians should sign the agreement. They are a superstitious, ignorant tribe of Indians; refuse to permit their children to attend school, and successfully resisted all attempts of the Indian agent to enumerate them in taking the census.

In the council meeting they were rude and boisterous, and their influence over the other Indians upon the reservation is always injurious. It is respectfully recommended that the Indian schoolhouse recently destroyed by fire at Nespelum be rebuilt as soon as possible, and that such efforts be resorted to on the part of the Department as may be deemed best to compel the said San Puell tribe to send their children to said school.

The commission can not close this report without placing on record their high appreciation of the valuable aid rendered by Indian Agent H. J. Cole, in bringing about successful negotiations with the Indians upon said reservation with respect to the sale of a portion thereof, and the commission takes this occasion to commend him to the Department as an officer deserving of the highest esteem and confidence.

The agreement of sale concluded with the Indians is herewith sent as an accompanying document, and also affidavits of proof as to the execution thereof. From an inspection of said agreement it will readily appear that the same has been signed by a very large majority of all the male adult Indians residing on said reservation, as well as by a majority of male adults of all the tribes, saving and excepting the San Puell tribe, who refused to sign, as mentioned aforesaid.

We trust that our labors will be satisfactory and acceptable to yourself, and that Congress will deem it advisable to ratify what has been done.

Very respectfully, your obedient servants,

MARK A. FULLERTON,  
WILLIAM H. H. DUFUR,  
JAMES F. PAYNE,  
*Commissioners.*

The SECRETARY OF THE INTERIOR,  
*Washington, D. C.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., October 21, 1890.

MR. MARK A. FULLERTON,  
MR. WILLIAM H. H. DUFUR, and  
MR. WILLIAM H. DILL,

*Warm Springs Agency, Oregon.*

GENTLEMEN: The clause in the Indian appropriation act for the current year, approved August 19, 1890 (Public No. 235), under which your appointment as commissioner was made, requires that the Commission therein authorized for the purpose of investigating and determining the correct location of the Warm Springs Reservation in Oregon, "shall also visit the Colville Indian Reservation, in the State of Washington, and negotiate with said Colville and other bands of Indians on said reservation for the cession of such portion of said Reservation as said Indians may be willing to dispose of that the same may be opened to white settlement."

For the purpose of carrying into effect the foregoing provisions of the act, you will, upon completion of your duties on the Warm Springs Reservation, proceed to the Colville Agency and Reservation in the State of Washington.

The Colville Reservation was created by an executive order dated April 9, 1872. The boundaries were somewhat modified by executive order of July 2, 1872. It is estimated to contain 2,800,000 acres.

The population, according to the census of 1890, is 1,582, divided among the following bands:

Colvilles.....	247
Lakes .....	303
Okanagans .....	374
Nespilems .....	67
Columbias.....	443
Nez Percés (Joseph's band) .....	148

In the annual report for 1887 the total number of Indians on the reservation was placed at 2,028, including two bands not enumerated in the census of this year, viz, the San Puells, 300, and the Methows, 300.

The former band is known to be located on the reservation. It is believed that the latter band is enumerated with the Columbias.

From a report of Agent Cole, dated March 15, 1890, it appears that the Lake Indians are located north of Kettle River and along the Columbia River for a distance of about 40 miles; that the Colvilles occupy the land south of the Lake band along the Columbia River for a distance of about 30 miles; that the Okanagans live along Kettle River and the Okanagan River; that the San Puells are located on the Columbia, nearly opposite the present agency and the Nespilems, a distance of about 65 miles; that the Columbias are located in the Nespilem Valley principally, some of them living along the Okanagan River; and that the Nez Percés also live in the Nespilem Valley.

Nearly all of these Indians are located on the outer portions of the reservation; the Colvilles, Lakes, and Okanagans along the northern border from the Columbia to the Okanagan, Sarsarpink's band being settled along the Okanagan from O-soo-yoos Lake to the mouth of the river on the west border, the San Puells and Nespilems on the east and south line along the Columbia and its tributaries; and the Nez Percés and Columbias on the Nespilem and in its vicinity along the southern border.

This office is not in possession of any very definite information as to the character of the reservation, it being largely unexplored; but it is generally supposed that it contains very little agricultural land aside from the valleys now occupied by the Indians.

There is doubtless a very considerable quantity of grazing land. The mountains are said to be well timbered and rich in mineral deposits.

You should examine the reservation as far as possible with a view to ascertaining its character and value. The Indians should not be asked to cede any agricultural lands that may be needed for their future support and for allotment purposes. At least 160,000 acres of agricultural land, if possible, or double that quantity of grazing land, should be reserved.

The land, if any, which they will be most likely to cede is the interior portion of the reservation, but the cession should not be made so as to have the ceded lands entirely surrounded by the diminished reservation. These Indians except Moses and Tonasket, receive no annuities, and practically no assistance, from the Government, except such as was provided for in the agreement with Moses (July 7, 1883), and for educational purposes. A sale of such portions of their reservations as are not needed for their future support, and a judicious expenditure or investment of the proceeds will doubtless be greatly to their advantage.

You will call a general council of all the Indians or a separate council of each band,



as you may deem most expedient, and submit the matter for their consideration. If a majority of a general council, or of a council of any particular band, determine to sell any portion of the reservation, you will then agree upon the quantity of land to be sold and its boundaries, which should be described as accurately and definitely as possible.

The terms and conditions of the sale should then be agreed upon, which terms should be just and equitable to the Indians as well as to the United States.

The terms and conditions agreed upon in council, with the description of the tract or tracts to be relinquished, should be reduced to writing and signed by the male adults of the reservation.

The agreement must be signed by at least a majority of all the male adults occupying the reservation in order to give it validity. A majority of each band is not absolutely necessary, but should be obtained if practicable.

Such agreement should contain a clause or section providing that the amount stipulated to be paid for the lands ceded shall be invested for the benefit of said Indians, and draw interest at a certain named per cent per annum (not to exceed 5 per cent), the interest and such portion of the principal as may be necessary, to be annually expended for their benefit in such manner as the Secretary of the Interior may direct.

Upon completion of your labors you will submit full report thereof to this office, together with the minutes of the proceedings of all councils held with the Indians and any agreement or agreements that may be concluded.

I inclose a copy of Agent Cole's report, a map of the reservation, and a copy of the agreement with Moses. I also inclose a copy of an agreement concluded with the Iowa Indians, which may be of use in drafting an agreement.

Very respectfully,

R. V. BELT,  
*Acting Commissioner.*

Approved:

JOHN W. NOBLE,  
*Secretary of the Interior.*

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*Articles of agreement made and entered into on the 9th day of May, A. D. 1891, at the Colville Indian Reservation in the State of Washington, by Mark A. Fullerton, W. H. H. Dufur, and James F. Payne, commissioners on the part of the United States appointed for the purpose, and the Indians residing on said reservation.*

ARTICLE 1. The said Colville Indians residing and having their homes on the said Colville Indian Reservation, upon the conditions hereinafter expressed, do hereby surrender and relinquish to the United States all their right, title, claim, and interest in and to and over the following described tract of country on the Colville Indian Reservation in the State of Washington, viz:

Beginning at a point on the eastern boundary line of the Colville Indian Reservation where the township line between townships 34 and 35 north of range 37 east of the Willamette meridian if extended west would intersect the same, said point being in the middle of the channel of the Columbia River, and running thence west parallel with the forty-ninth (49) parallel of latitude, to the western boundary line of the said Colville Indian Reservation in the Okanogan River, thence north following the said western boundary line to the said forty-ninth (49) parallel of latitude, thence east along the said forty-ninth (49) parallel of latitude to the northeast corner of the said Colville Indian Reservation, thence south following the eastern boundary of said reservation to the place of beginning, containing by estimation one million five hundred thousand acres, the same being a portion of the Colville Indian Reservation created by executive order dated April 9, 1872.

ARTICLE 2. Each and every Indian now residing upon the portion of the Colville Indian Reservation hereby ceded and relinquished, and who is so entitled to reside thereon, shall be entitled to select from said ceded portion eighty acres of land which shall be allotted to such Indian in severalty. No restrictions as to locality shall be placed upon such selections other than that they shall be so located as to conform to the Congressional survey or subdivisions of said tract or country, and any Indian having improvements may have the preference over any other person in and to the tract of land containing such improvements so far as they are within a legal subdivision not exceeding in area the quantity of land that he or she may be entitled to select and locate. All such allotments shall be made at the cost of the United States under such rules and regulations as the Secretary of the Interior may from time to time prescribe.

ARTICLE 3. All Indians residing in the lands hereby ceded and relinquished shall

have the right, if they so prefer, under the direction of the Indian agent, to occupy and reside upon such portions of the Colville Indian Reservation not hereby ceded, as are not occupied by or in the possession of any other Indian or Indians.

ARTICLE 4. Whereas the lands used and occupied for school purposes at what is known as the Tonasket School on Buonaparte Creek on said reservation have been ceded and relinquished to the United States, it is agreed and stipulated that in lieu thereof the United States will provide for a school site and school purposes a tract of land conveniently and desirably located upon the Colville Indian Reservation hereby ceded, to contain six hundred and forty acres and upon the same, at the cost of the United States, will erect suitable buildings for an Indian School, and in all respects provide for the conduct, equipment, and maintenance thereof as Indian schools are now provided for, it being expressly understood and agreed that no part of the purchase money hereinafter mentioned of the lands hereby ceded is to be employed or expended in the erection of school buildings or in the maintenance of Indian schools upon said reservation. And it is further stipulated that in lieu of the sawmill, gristmill, and other mill property hereby ceded, the United States will provide a suitable and convenient millsite and will thereon, at its own cost, erect suitable buildings and place all necessary fixtures.

ARTICLE 5. That in consideration of the cession, surrender, and relinquishment to the United States of all the title, claim, right, estate, and interest of said Indians in and to the tract of land above described, the United States will pay to the said Indians, the beneficiaries of this agreement, to be distributed per capita, the sum of one million five hundred thousand dollars, payable in five annual installments of three hundred thousand dollars each, with interest thereon at five per centum after this agreement shall take effect.

In all such payments, each and every Indian aforesaid over the age of eighteen years shall receive and receipt for his or her share of said purchase money as the same becomes due and payable, and with respect to the share of each and every Indian aforesaid who shall be under eighteen years of age, the same shall be invested under the direction of the Secretary of the Interior for the benefit of such Indians at a rate of interest not less than five per centum per annum, and the interest thereof with so much of the principal as may be deemed necessary and proper shall be paid annually to the father of such Indian so entitled and under the age of eighteen years, if living, and if such father be dead, then the same shall be paid to the mother if living, and in the event the said mother be dead, then the same shall be paid to the Indian agent of the Colville Reservation for the use and maintenance of such orphan, and when such minors shall attain their majority, their shares in such purchase money, or so much thereof as may remain unpaid, shall be paid over to them, together with any interest that may be due thereon.

ARTICLE 6. It is stipulated and agreed that the lands to be allotted as aforesaid to said Indians, and the improvements thereon, shall not be subject within the limitations prescribed by law to taxation for any purpose, national, state or municipal; that said Indians shall enjoy without let or hindrance the right at all times freely to use all water power and water courses belonging to or connected with the lands to be so allotted, and that the right to hunt and fish in common with all other persons on lands not allotted to said Indians shall not be taken away or in anywise abridged.

ARTICLE 7. It is agreed that the United States, at its own cost, will erect on the Colville Indian Reservation not ceded, at some point suitable and convenient to the Indians who may elect to remain upon the portion of the reservation hereby ceded, and have allotments set apart thereon as hereby stipulated, a blacksmith shop, and furnish same with suitable tools and implements and employ a competent blacksmith for the benefit of said Indians.

ARTICLE 8. And whereas it is believed that many of the Indians above the age of eighteen years residing and having their homes upon the said Colville Reservation are well advanced in industrial pursuits and economical training, and possess habits so well formed as to warrant an early payment to such Indians of their shares in the purchase money of the lands hereby ceded and relinquished, it is therefore specially agreed and stipulated that the United States will pay in two equal annual installments, with interest, the shares of all such Indians above eighteen years of age in said purchase money who will furnish to the Secretary of the Interior a certificate in due form from the Indian agent on said Colville Reservation to the effect that such Indian or Indians are of good character, of sober and industrious habits, and are suitable persons to intrust with the expenditure of money.

ARTICLE 9. It is stipulated and provided that such male adult Indians upon the Colville Reservation as do not on account of absence or from any other cause sign this agreement, shall, upon receiving their shares in said purchase money, execute and file with the Indian agent of said Colville Reservation a brief relinquishment, releasing to the United States all their right, title, interest, and estate in and to the lands hereby ceded. And it is further stipulated that in the event any of said Indians shall, after reasonable notice given, fail, neglect, refuse, or decline to receive

and receipt for their shares in said purchase money, then, and in all such cases, under such rules and regulations as the Secretary of the Interior may prescribe, the share or shares of such Indians which are not claimed or called for shall become common property of all Indians on said reservation who conform to this agreement, and they shall share and share alike therein.

ARTICLE 10. At the request of said Indians it is agreed and stipulated that the school site referred to in Article 4 of this agreement shall be located upon that portion of the lands hereby ceded which the Indians interested in said school may select. The sawmill and gristmill referred to in said Article 4 shall be located upon that part of the said reservation not ceded at such point as will be convenient to the Indians electing to remain on the ceded part of reservation.

ARTICLE 11. That in further consideration of the said cession and relinquishment of the tract of land set forth, and particularly described in this agreement, to the United States by said Indians and their chiefs or headmen, and upon the understanding that said chiefs and their people will faithfully perform this agreement, the United States, in addition to the purchase money aforesaid, will pay to Moses, chief of the Columbia tribe of Indians, the sum of one thousand five hundred dollars in cash; to Joseph, chief of the Nez Percé tribe, the sum of one thousand dollars in cash; to Barnaby, chief of the Colville tribe, the sum of one thousand dollars in cash; to Antwine, chief of the Okanagan tribe, the sum of one thousand dollars in cash, and to Aripaughin, chief of the Lake tribe, the sum of one thousand dollars in cash, from and after the ratification and approval of this agreement by Congress, at which time the same will go into effect.

ARTICLE 12. That this agreement shall go into effect from and after its approval by Congress.

Witness our hands and seals the day and year first above written.

MARK A. FULLERTON, *Commissioner*.

W. H. H. DUFUR, *Commissioner*.

JAMES F. PAYNE, *Commissioner*.

[SEAL.]

[SEAL.]

[SEAL.]

Antoine, Chief Okanagans, his x mark, seal.

John Gobar, Chief Okanagans, his x mark, seal.

San Pierre, Chief Okanagans, his x mark, seal.

Smitkin, Chief Okanagans, his x mark, seal.

Aeneas, Chief Okanagans, his x mark, seal.

William Gay, Chief Okanagans, his x mark, seal.

Adolph Dissotell, Chief Okanagans, his x mark, seal.

John Runnels, Chief Okanagans, his x mark, seal.

Edward Mathews, Chief Okanagans, his x mark, seal.

Basile Peone, Chief Okanagans, his x mark, seal.

Andrew, Chief Okanagans, his x mark, seal.

Charles Phillips, Chief Okanagans, his x mark, seal.

Victore, his x mark, seal.

Paul, his x mark, seal.

Swon-e-kin "Sam," his x mark, seal.

School House Charlie, his x mark, seal.

Louis "Ki-youp-kin," his x mark, seal.

Stanalaws, his x mark, seal.

Louis Sin-pa-sin, his x mark, seal.

Plasie, his x mark, seal.

Tomah, his x mark, seal.

Skoo-mah-men, his x mark, seal.

Kustah, his x mark, seal.

Andrie, his x mark, seal.

Pierre Joseph, his x mark, seal.

John Tilson, his x mark, seal.

San Paul "Com-te-soulaw," his x mark, seal.

Basile Tin-Tin-hum-wist, his x mark, seal.

Charley Kil-lup-quasket, his x mark, seal.

Atol, his x mark, seal.

Louie, "Hoop-pier we," his x mark, seal.

Bah, 'Te-mis-le-kin, his x mark, seal.

Charley, his x mark, seal.

Joe Loop-kin, his x mark, seal.

Arpel, "Su-yake," his x mark, seal.

Yar-pel-e-kin, his x mark, seal.

Coom-e-tale-e-kiah, John, his x mark, seal.

I-que-mon-suit, his x mark, seal.

Shal, his x mark, seal.

David Casimer, his x mark, seal.

Kustah, his x mark, seal.

Stanislas, seal.

Wah-clas, his x mark, seal.

Antonie, his x mark, seal.

Andrew "Anter," his x mark, seal.

George Wannacutt, seal.

Se-lick-se-moo-low, his x mark, seal.

So-ho-me, his x mark, seal.

Quil-quil-schullum, his x mark, seal.

Que-emt-quin, his x mark, seal.

Alex. Nicholson, his x mark, seal.

Paul, his x mark, seal.

#### Nez Percés.

Joseph, chief, his x mark, seal.

Tom-nus-siah-hi-hi, his x mark, seal.

Little Man Chief, his x mark, seal.

Hum-tits, his x mark, seal.

"Tom-sus-lent" Rose Bud, his x mark, seal.

How-it-howet-il-pilp, his x mark, seal.

Isaac Pale Head, his x mark, seal.

Le-pit-isham-tooks, his x mark, seal.

Se-low-ye-low, Looking down, his x mark, seal.

Al-al-tocken, Buzzard, his x mark, seal.  
 As-ta-yah, Skunk, his x mark, seal.  
 Tip-ye-lana-Stetskin, Eagle Blanket, his x mark, seal.  
 David Williams, seal.  
 James Boshet, seal.  
 Kayuse, his x mark, seal.  
 Charley Williams, "Yet-tam," his x mark, seal.  
 Henry "Curlew," his x mark, seal.  
 Come Down, his x mark, seal.  
 Hemin Mox-mox, his x mark, seal.  
 Charles W. Williams, his x mark, seal.  
 Yellow Post, his x mark, seal.  
 Pen-te-waw-yah, his x mark, seal.  
 Yellow Mountain, his x mark, seal.  
 Wolf Head, his x mark, seal.  
 Sene-lews, his x mark, seal.  
 Robert Johnson, Te-wot-ko-ko, his x mark, seal.  
 Luke Wolf Head, his x mark, seal.  
 Tis-co-so-pie, his x mark, seal.  
 Coots-coots-ash-watis, his x mark, seal.  
 Charley Morton "How wa-ilpilp," his x mark, seal.  
 Walking Boy, his x mark, seal.  
 George Spaw-wis, his x mark, seal.  
 Moyese, his x mark, seal.  
 Daniel Jefferson, his x mark, seal.  
 Crow Blanket, his x mark, seal.  
 O-wi-hi "Grant," his x mark, seal.  
 Albert Waters "Le-hat-wer-hi-aken," his x mark, seal.  
 Te-wel-ki-yah-kah, his x mark, seal.  
 We-yah-to-men, widow, her x mark, seal.  
 Tom-tip-ya-lah, widow, her x mark, seal.  
 Wo-win-ah, widow, her x mark, seal.  
 Shet-scoop, widow, her x mark, seal.  
 Tuck-she-hap-poo, widow, her x mark, seal.  
 Wit-kis-poo, widow, her x mark, seal.  
 Tomah-to-lo-kih, widow, her x mark, seal.  
 Hum-to-we-nah, widow, her x mark, seal.  
 He-men-ki-ash, widow, her x mark, seal.  
 Tam-wa-la-kat-shit, widow, her x mark, seal.  
 E-we-ow-stem, widow, her x mark, seal.  
 He-woo-che-men, her x mark, seal.  
 David Lay, his x mark, seal.  
 Tack-she-sump-ki, his x mark, seal.  
 Es-ka-loom, his x mark, seal.  
 Ti-we-tah-kish, her x mark, seal.  
 Willie Andrews, Nick-e-wous, his x mark, seal.

#### *Moses's Band.*

Moses, chief Columbias, his x mark, seal.  
 Te-ow-e-set, his x mark, seal.  
 Pen-et-etsa, his x mark, seal.  
 Qui-et-sa, his x mark, seal.  
 Tom-i-yah, his x mark, seal.  
 Cla-we-atsa, his x mark, seal.  
 Sten-ets-se-wenah, his x mark, seal.  
 Newt-ki-etsa, his x mark, seal.  
 Put-che-ne-en, his x mark, seal.  
 Swa-pe-lacks, his x mark, seal.  
 Johnney Walson, his x mark, seal.  
 Se-ne-ya-ka-ne-mena, his x mark, seal.

Tom Net-sa, his x mark, seal.  
 Charley, his x mark, seal.  
 Wist-to-low, his x mark, seal.  
 Kwip-ten-poo-yah, his x mark, seal.  
 Qual-e-ken, his x mark, seal.  
 Sock-ke-law, his x mark, seal.  
 Han-eskeh, his x mark, seal.  
 Sun, his x mark, seal.  
 Johnny, his x mark, seal.  
 Wat-tot-kin, his x mark, seal.  
 Kas-se-kas-se, his x mark, seal.  
 Top-pe-ah, his x mark, seal.  
 As-Law-ens, his x mark, seal.  
 Se-re-coon-sent, his x mark, seal.  
 Quit-kin, his x mark, seal.  
 Quil-te-ne-nah, his x mark, seal.  
 Swo-ent-ter, his x mark, seal.  
 Te-er-har-ken, his x mark, seal.  
 Tim-pasket, his x mark, seal.  
 Sil-le-cal-um, his x mark, seal.  
 Cla-cum-nasket, his x mark, seal.  
 Leo, his x mark, seal.  
 Nah-nun-p-kin, his x mark, seal.  
 Cum-pi-it-ke, his x mark, seal.  
 Quin-to-law, his x mark, seal.  
 Qui-es, his x mark, seal.  
 Ka-ka-et, his x mark, seal.  
 Ah-mah-locken, his x mark, seal.  
 Skoom-te-tsa, his x mark, seal.  
 Inter-spo-sus, his x mark, seal.  
 Ho-mas, his x mark, seal.  
 Sammil, his x mark, seal.  
 Si-e-kin, his x mark, seal.  
 Sha-par-e-was, his x mark, seal.  
 Mary Ann, widow, her x mark, seal.  
 She-em-tat, widow, her x mark, seal.  
 Enem-pe-toa, her x mark, seal.  
 Che-che-t-set, his x mark, seal.  
 Ke-was-nen, his x mark, seal.  
 Kok-sun-nun, his x mark, seal.  
 To-ye-e-ken, his x mark, seal.  
 Wa-sa-sket, his x mark, seal.  
 Ka-le-hat, his x mark, seal.  
 Mah-mi-ack, his x mark, seal.  
 Wash-we, his x mark, seal.  
 Te-wa-wah, his x mark, seal.  
 To-ke-lish, his x mark, seal.  
 Que-molicks, his x mark, seal.  
 Coo-Coo-e-mal-tat, his x mark, seal.  
 Kit-ah-toosh, his x mark, seal.  
 Peter, his x mark, seal.  
 Que-lish-le-kin, his x mark, seal.  
 Wa-wa-to-wa, his x mark, seal.  
 Ka-wal-ek-sa, his x mark, seal.  
 Ski-mi-en, his x mark, seal.  
 Ka-ka-t-um, his x mark, seal.  
 Ka-ki-malex, widow, her x mark, seal.  
 Shoo-me-nal, widow, her x mark, seal.  
 Ko-pe-nolix, widow, her x mark, seal.  
 Que-ya-ke, his x mark, seal.  
 Tue-tue-talex, widow, her x mark, seal.  
 Sa-sap-poo, his x mark, seal.  
 Sto-mup-kin, his x mark, seal.  
 Johnson, his x mark, seal.  
 Tar-pe-kane, his x mark, seal.  
 Pras-ses-kin, his x mark, seal.  
 Louie, his x mark, seal.  
 Le-qu-et-kin, his x mark, seal.  
 Col-col-le-wilish, his x mark, seal.  
 Willie, his x mark, seal.

Se-on-m-kin, his x mark, seal.  
 Hume-was-e-ah, his x mark, seal.  
 Kat-tal-pe, his x mark, seal.  
 Kat-haun, his x mark, seal.  
 Wah-pas-sah, his x mark, seal.  
 How-own, his x mark, seal.  
 Low-er-hol-pil, his x mark, seal.  
 O-ne-ta-kin, his x mark, seal.  
 Ti-e-wa-lox, widow, her x mark, seal.  
 Len-tal-ex, widow, her x mark, seal.  
 Hul-tus, his x mark, seal.  
 Qual-shin, his x mark, seal.  
 Let-hi-e-hen, his x mark, seal.  
 Eex, his x mark, seal.  
 Slik-e-polex, widow, her x mark, seal.  
 Si-ike, his x mark, seal.  
 Tam-mool-mox-mox, widow, her x mark, seal.  
 E-yet-tom-a-new, her x mark, seal.  
 E-met-te-het, his x mark, seal.  
 Ka-moot, his x mark, seal.  
 Staneslas, his x mark, seal.  
 Took-si, his x mark, seal.  
 Sock-le-toma-kicune, his x mark, seal.  
 Kish-kish, his x mark, seal.  
 Se-poo-low, his x mark, seal.  
 Nock-ke-low-yah, his x mark, seal.  
 Ye-ye-yahwe-ton-nah, his x mark, seal.  
 Pierre, his x mark, seal.  
 Ten-as-man, his x mark, seal.  
 Ele, his x mark, seal.  
 Was-e-ton-ee, his x mark, seal.  
 Shas-kin, his x mark, seal.  
 Coom-com-sin, his x mark, seal.  
 Qui-sem-e-ow, his x mark, seal.  
 Wal-lim-skekam, his x mark, seal.  
 Sar-pe-she-nalex, widow, her x mark, seal.  
 Kloh-kloh, his x mark, seal.  
 Eex-talex, widow, her x mark, seal.  
 Squi-emp-t-kin, his x mark, seal.  
 Stal-e-wah, his x mark, seal.  
 Peck-t-shin, his x mark, seal.  
 Se-pit-sa, widow, her x mark, seal.  
 Quent-pet-sa, widow, her x mark, seal.  
 In-lah-nampt, widow, her x mark, seal.  
 Why-e-wekt, widow, her x mark, seal.  
 We-ah-sueit, his x mark, seal.  
 Lie-e-he, his x mark, seal.  
 Kaw-mil-al-kane, "Okanagan," his x mark, seal.  
 Paul Kah-se-sah, "Okanagan," his x mark, seal.  
 Salmon, "Cultus Jim," "Okanagan," his x mark, seal.  
 Cow-e-nu-lah, "Okanagan," his x mark, seal.  
 Joseph Parkers, "Okanagan," his x mark, seal.  
 Ho-he-kane, "Cragie," "Okanagan," his x mark, seal.  
 Duncan Farell, "Okanagan," his x mark, seal.  
 William Peone, "Okanagan," his x mark, seal.  
 Sta-tan-eus, "Okanagan," her x mark, seal.  
 Mary, widow, "Okanagan," her x mark, seal.  
 Lem-e-lemp, widow, "Okanagan," her x mark, seal.

Susann, "Okanagan," her x mark, seal.  
 Mary Madaline, widow, "Okanagan," her x mark, seal.  
 Mary Ann, widow, "Okanagan," her x mark, seal.  
 Que-sin, "Okanagan," his x mark, seal.  
 Sket-tit-set, "Okanagan," his x mark, seal.  
 Sil-coo-su-low, "Okanagan," his x mark, seal.  
 Mary Chance, widow, "Okanagan," her x mark, seal.  
 Addie Disotel, "Okanagan," her x mark, seal.  
 Isabell "Sa-rempt," "Okanagan," her x mark, seal.  
 Mary "Louie," "Okanagan," her x mark, seal.  
 Mary "Joseph," "Okanagan," her x mark, seal.  
 In-qui-etsa, widow, "Okanagan," her x mark, seal.  
 Kil-e-me, widow, "Okanagan," her x mark, seal.  
 Colette, widow, "Okanagan," her x mark, seal.  
 Col-en-tete, widow, "Okanagan," her x mark, seal.  
 Katharine, widow, "Okanagan," her x mark, seal.  
 Margaret, widow, "Okanagan," her x mark, seal.  
 Mary, widow, "Okanagan," her x mark, seal.  
 Sue-e-talex, widow, "Okanagan," her x mark, seal.  
 Nanette, widow, "Okanagan," her x mark, seal.  
 Qui-shin-e-met, widow, "Okanagan," her x mark, seal.  
 Nest-tete, widow, "Okanagan," her x mark, seal.  
 Sophia Peone, widow, "Okanagan," her x mark, seal.  
 Margaret McDougal, widow, "Okanagan," her x mark, seal.  
 Paul-lee, widow, "Okanagan," her x mark, seal.  
 Skin-e-mor-het, widow, "Okanagan," her x mark, seal.  
 Hal-tah-tiest, "Okanagan," his x mark, seal.  
 Kah-netsa, widow, "Okanagan," her x mark, seal.  
 May Ann Squi-shin-e-malox, widow, her x mark, seal.  
 Katarine "Sah-haulix," widow, "Okanagan," her x mark, seal.  
 Estah "Brown," widow, "Okanagan," her x mark, seal.  
 Colette Sin-son-nei, "Okanagan," her x mark, seal.  
 Mary Smith, widow, "Okanagan," her x mark, seal.  
 Julia Smith, widow, "Okanagan," her x mark, seal.  
 Lizzie Smith, unmarried, "Okanagan," her x mark, seal.  
 Alex-seem, "Okanagan," his x mark, seal.



Kil-e-mee, widow, "Okanagan," her x mark, seal.  
 Maggie Jewett, widow, "Okanagan," her x mark, seal.  
 Julia Armstrong, "Okanagan," her x mark, seal.  
 Loui Whill-e-hoo-low, "Okanagan," his x mark, seal.  
 Lizzie Moore, "Okanagan," seal.  
 Kate Bell, "Okanagan," seal.  
 Alice Quil-laskin, "Okanagan," her x mark, seal.  
 Ellen Rennels, "Okanagan," her x mark, seal.  
 Clara Best, "Okanagan," seal.  
 James Beaver, "Okanagan," his x mark, seal.  
 Mary Broder, "Okanagan," her x mark, seal.  
 Anne Mary Vincent, "Okanagan," her x mark, seal.  
 Quit-mouse, "Okanagan," his x mark, seal.  
 Swi-ep-kane, "Okanagan," his x mark, seal.  
 Alex. Suit-tow-su-selow, "Okanagan," his x mark, seal.  
 Coom-tal-e-kin, "Okanagan," his x mark, seal.  
 Que-pas-ket, "Okanagan," his x mark, seal.  
 Sau-kaut-kin, "Okanagan," his x mark, seal.  
 Sa-an-skun, "Okanagan," his x mark, seal.  
 Wha-a-dreem, "Okanagan," his x mark, seal.  
 Que-que-tas, "Okanagan," his x mark, seal.  
 Tse-low-kin, "Okanagan," his x mark, seal.  
 Robert Flett, "Okanagan," seal.  
 Ne-lo-skin, "Okanagan," his x mark, seal.  
 Nu-e-kah-milk, "Okanagan," his x mark, seal.  
 Mitchell, "Okanagan," his x mark, seal.  
 Wa-wa-yea, "Okanagan," his x mark, seal.  
 Tah-mont, "Okanagan," his x mark, seal.  
 Perie "Ka-mocken," "Okanagan," his x mark, seal.  
 Aun-too-ken, his x mark, seal.

#### *Kettle River Band.*

Dennis Peone, seal.  
 Gilbert Peone, seal.  
 Isaac Lafleur, his x mark, seal.  
 John Lafleur, his x mark, seal.  
 John Pecar, his x mark, seal.  
 John Huff, seal.  
 Marry Manuel, seal.  
 Maxiem Desotil, his x mark, seal.  
 Richard Keogan, seal.  
 Ester Keogan, seal.  
 Matilda Keogan, seal.  
 Stevens Lambert, his x mark, seal.  
 Joseph Lafleur, his x mark, seal.  
 Olive Shutano, her x mark, seal.  
 Mary St. Peter, her x mark, seal.

Mary Lafleur, her x mark, seal.  
 Frank O'Bern, seal.  
 Fatain Charett, his x mark, seal.  
 George Herring, his x mark, seal.  
 David Herring, his x mark, seal.  
 Alex. Iw Nislie San heaten, his x mark, seal.  
 Therease, widow, her x mark, seal.  
 Aeneas, his x mark, seal.  
 Joseph, his x mark, seal.  
 Antoine Noc-wile-e-chud, his x mark, seal.  
 Edward Pachtette, his x mark, seal.  
 John Pachtette, his x mark, seal.  
 Pierre Pachtette, his x mark, seal.  
 Coos-mas, his x mark, seal.  
 Pierre, his x mark, seal.  
 S-war-law-kin, his x mark, seal.  
 John Wil-cocken, his x mark, seal.  
 Adolph, his x mark, seal.  
 Charley Hat-to-wa, his x mark, seal.  
 Phillips, his x mark, seal.  
 Thomas Adolph, his x mark, seal.  
 Johnny Ska-suce, his x mark, seal.  
 Jose In-pon-ketsa, his x mark, seal.  
 Jennie Nelson, seal.  
 Se-more, his x mark, seal.  
 Mary Granger, widow, her x mark, seal.  
 Agathe Lincoln, seal.  
 Joseph Swe-lock, jr., his x mark, seal.  
 Joseph Swe-lock, sr., his x mark, seal.  
 Paul Swe-lock, his x mark, seal.  
 Cathrine "Little," her x mark, seal.  
 Alex-sa-mine, his x mark, seal.  
 Martin, Moses Band, his x mark, seal.  
 Com-com-che-nic-kan "George," his x mark, seal.

#### *Colville Tribe.*

Barnaby, Chief of Colvilles, his x mark, seal.  
 Pen-wah Quil-lo-slic-poos, his x mark, seal.  
 Pierre Quil-quil-stock-el-lil-tin, his x mark, seal.  
 Joseph "Grand Louie," his x mark, seal.  
 Margaret, "widow," her x mark, seal.  
 Therease, "widow," her x mark, seal.  
 Louie Merchant, his x mark, seal.  
 Kustah, his x mark, seal.  
 John Stensgar, his x mark, seal.  
 Joseph Piechette, his x mark, seal.  
 Notare "Squis-es-kin," his x mark, seal.  
 Peter Merchant, his x mark, seal.  
 Benjamin Merchant, his x mark, seal.  
 Louis "Til-e-hous-ket," his x mark, seal.  
 Se-witch, his x mark, seal.  
 Qui-qui-itsa, his x mark, seal.  
 Schal, his x mark, seal.  
 Alexima "Darey," his x mark, seal.  
 Joseph Merchant, his x mark, seal.  
 Harry "Wil-coom-tetsa," his x mark, seal.  
 Andrie Quet-ah-tah, his x mark, seal.  
 Alex. Herring, his x mark, seal.  
 Isaac He-too-low, his x mark, seal.  
 Alex. Sin-ah-sau-alk, his x mark, seal.  
 Joe Quil-sock-es-chin, his x mark, seal.  
 Quil-ts-ah-nah-ts, his x mark, seal.

Sil-le-to-sah, his x mark, seal.  
 Joe Nen-watcht, his x mark, seal.  
 Joseph Pil-kane, his x mark, seal.  
 Joseph Hal-se-kah, sr., his x mark, seal.  
 Joseph Hal-se-kah, jr., his x mark, seal.  
 Mary Ann, "widow," her x mark, seal.  
 William, his x mark, seal.  
 Katharine, "widow," her x mark, seal.  
 Alex. Jandro, his mark, seal.  
 Melchior, her x mark, seal.  
 Abraham Snow-it-sin, his x mark, seal.  
 Andrew, his x mark, seal.  
 Joe Hes-sil-ca-mia, his x mark, seal.  
 George Willie, his x mark, seal.  
 Donny Cin-na-ma-til-sa, his x mark, seal.  
 Alex. Con-so-e-lu, his x mark, seal.  
 Pierre Ken-mi-lu, his x mark, seal.  
 Paul Chil-sko-liken, his x mark, seal.  
 Lon-el, his x mark, seal.  
 Joseph Ske-al, his x mark, seal.  
 Johnnie Herren, his x mark, seal.  
 Charlie Hall, his x mark, seal.  
 Louis Paul, his x mark, seal.  
 Cayote, her x mark, seal.  
 Sit-pit-sa, "widow," her x mark, seal.  
 Shil-am-o-lo, his x mark, seal.  
 Timothy Orapaughin, his x mark, seal.  
 Ena-mels Orapaughin, his x mark, seal.  
 Hus-tal-kay-a, his x mark, seal.  
 Louie Quil-has-e-me-lu, his x mark, seal.  
 Kist-teku, "widow," her x mark, seal.  
 Sket-ke-na, "widow," her x mark, seal.  
 George White, his x mark, seal.  
 Stanislas Coos-coos-e-nalex, his x mark, seal.  
 William Hall, his x mark, seal.  
 Se-wil-e-kin, his x mark, seal.  
 Victore, his x mark, seal.  
 Noel Lafleur, his x mark, seal.  
 Nut-osarket, his x mark, seal.  
 Alex. "Quil-quil-tuey," his x mark, seal.  
 Frank Camile, his x mark, seal.  
 William White, his x mark, seal.  
 Albert White, his x mark, seal.  
 San Paul, his x mark, seal.  
 Joe Louie, his x mark, seal.  
 Edward, his x mark, seal.  
 Pierre "Kin-soo-low," his x mark, seal.  
 John Hall, his x mark, seal.  
 Joe Comstock, his x mark, seal.  
 "Har-har-te-su," his x mark, seal.  
 Batieste "Har-har-te-su," his x mark, seal.  
 Noel, his x mark, seal.  
 Jacquine Lafleur, his x mark, seal.  
 Daniel, his x mark, seal.  
 Cut-ts-cut-ts-amah, his x mark, seal.  
 Octave Lafleur, his x mark, seal.  
 Kin-kin-nah-wah, his x mark, seal.  
 Battieste, "Kustah," his x mark, seal.  
 Alexander, his x mark, seal.  
 Alex-su "Si-ketsah," his x mark, seal.  
 Peter Qua-que-mooken, his x mark, seal.  
 Wist-pe-toa, widow, her x mark, seal.  
 Aeneas, his x mark, seal.  
 Felix, his x mark, seal.  
 Kustah, his x mark, seal.  
 Mesche Lafleur, his x mark, seal.  
 To-mah "Sat-akor-as," his x mark, seal.  
 Peter "Sque-empt-kin," his x mark, seal.

Quin-will-cum-petsa, his x mark, seal.  
 Louie, his x mark, seal.  
 Sont-kow-et-kin, his x mark, seal.  
 Wah-wil-kin, his x mark, seal.  
 Te-e-cups, his x mark, seal.  
 Joseph Pierre, his x mark, seal.  
 Artse-haw-low, his x mark, seal.  
 Nancy Ah-sil, widow, her x mark, seal.  
 Alex, his x mark, seal.  
 Te-ah-to, his x mark, seal.  
 Pascal, his x mark, seal.  
 John, his x mark, seal.  
 Kathrine, widow, her x mark, seal.  
 Battiest Com-too-le-kin, his x mark, seal.  
 Wapphoop-kin, his x mark, seal.  
 Charles "Nal-tochen," his x mark, seal.  
 Swal-le-com-tkin, his x mark, seal.  
 Pierre, San Poel band, his x mark, seal.  
 Zuit-t-shin, his x mark, seal.  
 Zaint-til-chim, his x mark, seal.  
 Pierre "Skim-kane Colville," his x mark, seal.  
 Albert Hall, his x mark, seal.  
 Andy Tuck-e-noos, his x mark, seal.

#### *Lake Indians.*

Ora-packen, "chief of lakers," his x mark, seal.  
 Robert Bailey, his x mark, seal.  
 Lakey La Mere, his x mark, seal.  
 William Miller, his x mark, seal.  
 Pierre "Kootenai," his x mark, seal.  
 Manuell Clo-sil-i-kin, his x mark, seal.  
 Angeline Stuart, seal.  
 Sopry Overton, her x mark, seal.  
 Charley Smith, his x mark, seal.  
 Joseph Quintasket, his x mark, seal.  
 Liein Thomas, his x mark, seal.  
 Narcisse, his x mark, seal.  
 Ellen, widow, her x mark, seal.  
 Antoll, widow, her x mark, seal.  
 Semoah, his x mark, seal.  
 Joseph "Semoah," his x mark, seal.  
 Alexand, his x mark, seal.  
 Manwell McDonald, his x mark, seal.  
 Johnny, his x mark, seal.  
 Martin "Tonasket" Okanagan, his x mark, seal.  
 Battiest "Tonasket" Okanagan, his x mark, seal.  
 Antonia Tonasket, widow, her x mark, seal.  
 John Semoah, his x mark, seal.  
 Joe Louie, his x mark, seal.  
 Paul Donnie, his x mark, seal.  
 Peter Arcasa, his x mark, seal.  
 Ronald McDonald, his x mark, seal.  
 George Doolittle, his x mark, seal.  
 John, his x mark, seal.  
 Sophia, widow, her x mark, seal.  
 Julia, widow, her x mark, seal.  
 Lizzette, her x mark, seal.  
 Alex. Simpson, his x mark, seal.  
 Fort Hope Charley, his x mark, seal.  
 William Manwell, his x mark, seal.  
 Casmiere, his x mark, seal.  
 Sor-coom-tet-sa, his x mark, seal.  
 Paul, his x mark, seal.  
 Anarci, his x mark, seal.

San Paul, his x mark, seal.  
 Casemar San Paul, his x mark, seal.  
 Donnie Williams, his x mark, seal.  
 Silvester, his x mark, seal.  
 Pil-ars, widow, her x mark, seal.  
 Joseph "Ke-kit-sin," his mark, seal.  
 Therease, widow, her x mark, seal.  
 Therease, widow, her x mark, seal.  
 Victor Pierre, his mark, seal.  
 Charley, his x mark, seal.  
 William Quin-tasket, his x mark, seal.  
 Alex, his x mark, seal.  
 Isaac, his x mark, seal.  
 Barnadine, widow, her x mark, seal.  
 Old Joe, his x mark, seal.  
 Wi-too-low, Colville, his x mark, seal.  
 Joseph, "Lake," his x mark, seal.  
 Louie Sur-as-to, his x mark, seal.  
 William Gun, his x mark, seal.  
 Quil-locken, his x mark, seal.  
 Gus Quil-locken, his x mark, seal.  
 Charley Sur-es-to, his x mark, seal.  
 Hil-la-pere, his x mark, seal.  
 Zariah, his x mark, seal.  
 Nicet-hure, his x mark, seal.  
 Francois, his x mark, seal.  
 Kustah, his x mark, seal.  
 Louie, his x mark, seal.  
 Moses, his x mark, seal.  
 Battieste, his x mark, seal.  
 Old Man-Kustah, his x mark, seal.  
 Alex-see, his x mark, seal.  
 Christian, his x mark, seal.  
 Battieste, his x mark, seal.  
 Alex-see, his x mark, seal.  
 Battiest, "Sk-loom," his x mark, seal.  
 Battieste, his x mark, seal.  
 Se-room, his x mark, seal.  
 Adrian, his x mark, seal.  
 Ne-qual-lah, his x mark, seal.  
 Luke, his x mark, seal.  
 Nortear, his x mark, seal.

Louie Kootenai, his x mark, seal.  
 Pierre, "Spokane," his x mark, seal.  
 Bernar, his x mark, seal.  
 Francois Kootenai, his x mark, seal.  
 Joseph Kootenai, his x mark, seal.  
 John, his x mark, seal.  
 John Jane, his x mark, seal.  
 Joe Ne-wi-lah, his x mark, seal.  
 William Clo-sum, his x mark, seal.  
 Aeneas, his x mark, seal.  
 Edward Ske-al, his x mark, seal.  
 Pierre Aeneas, his x mark, seal.  
 Kustah, his x mark, seal.  
 William, his x mark, seal.  
 Louie, Skit-shu-ee, his x mark, seal.  
 Se-moo, his x mark, seal.  
 Andrie, his x mark, seal.  
 San Pierre, his x mark, seal.  
 Torney-till, widow, her x mark, seal.  
 Mar-sell, sr., his x mark, seal.  
 Mar-sell, jr., his x mark, seal.  
 Edward, his x mark, seal.  
 Big Edward, his x mark, seal.  
 Jock, his x mark, seal.  
 Abraham, his x mark, seal.  
 Adriann Tlar-quil, his x mark, seal.  
 Phillip, his x mark, seal.  
 Adolph, his x mark, seal.  
 Charley Conlieus, his x mark.  
 Charley, his x mark, seal.  
 Corneilns, his x mark.  
 Joseph Sil-pe-tsa, his x mark.  
 Atol, his x mark, seal.  
 Tom-mah, his x mark, seal.  
 Frank, his x mark, seal.  
 Edward Sip-pre-ann, his x mark, seal.  
 Battiest Pierre, his x mark, seal.  
 Narcisse, his x mark, seal.  
 Stan-ish, his x mark, seal.  
 John Louie, his x mark, seal.  
 Octave Janaro, his x mark, seal.

Signed, sealed, and delivered in the presence of—

HAL J. COLE,  
 S. F. SHERWOOD,  
 E. C. THOMAS.

I, Robert Flett, U. S. Indian interpreter for the Colville Indian Agency, do hereby certify on honor, that the foregoing agreement was carefully read and by me correctly interpreted, and that the contents thereof were fully explained to and fully understood by said Indians before the signing and sealing of the same.

ROBERT FLETT.

Witness:

A. M. ANDERSON.

A BILL to ratify and confirm an agreement with the Indians residing on the Colville Reservation, in the State of Washington, with certain modifications, and to make appropriation for the carrying into effect of the same.

Whereas Mark A. Fullerton, W. H. H. Dufur, and James F. Payne did, on the 9th day of May, eighteen hundred and ninety-one, conclude an agreement with the Indians residing on the Colville Reservation, in the State of Washington, which said agreement is in words and figures as follows, to wit:

"Articles of agreement made and entered into on the 9th day of May, A. D. 1891, at the Colville Indian Reservation, in the State of Washington, by Mark A. Fullerton, W. H. H. Dufur, and James F. Payne, commissioners on the part of the United States appointed for the purpose and the Indians residing on said reservation.

"ARTICLE 1, The said Colville Indians residing and having their homes on the said

Colville Indian Reservation, upon the conditions hereinafter expressed, do hereby surrender and relinquish to the United States all their right, title, claim, and interest in and to and over the following-described tract of country on the Colville Indian Reservation, in the State of Washington, viz:

"Beginning at a point on the eastern boundary line of the Colville Indian Reservation where the township line between townships 34 and 35 north, of range 37 east; of the Willamette meridian, if extended west, would intersect the same, said point being in the middle of the channel of the Columbia River, and running thence west parallel with the forty-ninth (49) parallel of latitude to the western boundary line of the said Colville Indian Reservation in the Okanagon River, thence north following the said western boundary line to the said forty-ninth (49) parallel of latitude, thence east along the said forty-ninth (49) parallel of latitude to the northeast corner of the said Colville Indian Reservation, thence south following the eastern boundary of said reservation to the place of beginning, containing by estimation one million five hundred thousand acres, the same being a portion of the Colville Indian Reservation created by executed order dated April 9th, 1872.

"ARTICLE 2. Each and every Indian now residing upon the portion of the Colville Indian Reservation hereby ceded and relinquished, and who is so entitled to reside thereon, shall be entitled to select from said ceded portion eighty acres of land, which shall be allotted to such Indian in severalty. No restrictions as to locality shall be placed upon such selections other than that they shall be so located as to conform to the Congressional survey or subdivisions of said tract or country, and any Indian having improvements may have the preference over any other person in and to the tract of land containing such improvements so far as they are within a legal subdivision not exceeding in area the quantity of land that he or she may be entitled to select and locate. \* All such allotments shall be made at the cost of the United States, under such rules and regulations as the Secretary of the Interior may from time to time prescribe.

"ARTICLE 3. All Indians residing in the lands hereby ceded and relinquished shall have the right, if they so prefer, under the direction of the Indian agent, to occupy and reside upon such portions of the Colville Indian Reservation not hereby ceded as are not occupied by or in the possession of any other Indian or Indians.

"ARTICLE 4. Whereas the lands used and occupied for school purposes at what is known as the Tonasket School, on Buonaparte Creek, on said reservation, have been ceded and relinquished to the United States, it is agreed and stipulated that in lieu thereof the United States will provide for a school site and school purposes a tract of land conveniently and desirably located upon the Colville Indian Reservation hereby ceded, to contain six hundred and forty acres, and upon the same, at the cost of the United States, will erect suitable buildings for an Indian school and in all respects provide for the conduct, equipment, and maintenance thereof as Indian schools are now provided for, it being expressly understood and agreed that no part of the purchase money hereinafter mentioned of the lands hereby ceded is to be employed or expended in the erection of school buildings or in the maintenance of Indian schools upon said reservation. And it is further stipulated that in lieu of the saw mill, gristmill, and other mill property hereby ceded, the United States will provide a suitable and convenient mill site, and will thereon, at its own cost, erect suitable buildings and place all necessary fixtures.

"ARTICLE 5. That in consideration of the cession, surrender, and relinquishment to the United States of all the title, claim, right, estate, and interest of said Indians in and to the tract of land above described, the United States will pay to the said Indians, the beneficiaries of this agreement, to be distributed per capita, the sum of one million five hundred thousand dollars, payable in five annual installments of three hundred thousand dollars each, with interest thereon at five per centum after this agreement shall take effect.

"In all such payments each and every Indian aforesaid over the age of eighteen years shall receive and receipt for his or her share of said purchase money as the same becomes due and payable, and with respect to the share of each and every Indian aforesaid who shall be under eighteen years of age the same shall be invested, under the direction of the Secretary of the Interior, for the benefit of such Indians, at a rate of interest not less than five per centum per annum, and the interest thereof, with so much of the principal as may be deemed necessary and proper, shall be paid annually to the father of such Indian so entitled and under the age of eighteen years, if living, and if such father be dead, then the same shall be paid to the mother, if living, and in the event the said mother be dead, then the same shall be paid to the Indian agent of the Colville Reservation for the use and maintenance of such orphan; and when such minors shall attain their majority, their shares in such purchase money, or so much thereof as may remain unpaid, shall be paid over to them, together with any interest that may be due thereon.

"ARTICLE 6. It is stipulated and agreed that the lands to be allotted as aforesaid to said Indians, and the improvements thereon, shall not be subject, within the limi-

tations prescribed by law, to taxation for any purpose, national, State, or municipal; that said Indians shall enjoy without let or hindrance the right at all times freely to use all water power and water courses belonging to or connected with the lands to be so allotted, and that the right to hunt and fish in common with all other persons on lands not allotted to said Indians shall not be taken away or in anywise abridged.

"ARTICLE 7. It is agreed that the United States at its own cost will erect on the Colville Indian Reservation not ceded; at some point suitable and convenient to the Indians who may elect to remain upon the portion of the reservation hereby ceded and have allotments set apart thereon as hereby stipulated, a blacksmith shop, and furnish same with suitable tools and implements, and employ a competent blacksmith for the benefit of said Indians.

"ARTICLE 8. And whereas it is believed that many of the Indians above the age of eighteen years, residing and having their homes upon the said Colville Reservation, are well advanced in industrial pursuits and economical training, and possess habits so well formed as to warrant an early payment to such Indians of their shares in the purchase money of the lands hereby ceded and relinquished, it is therefore specially agreed and stipulated that the United States will pay in two equal annual installments, with interest, the shares of all such Indians above eighteen years of age in said purchase money who will furnish to the Secretary of the Interior a certificate in due form from the Indian agent on said Colville Reservation to the effect that such Indian or Indians are of good character, of sober and industrious habits, and are suitable persons to intrust with the expenditure of money.

"ARTICLE 9. It is stipulated and provided that such male adult Indians upon the Colville Reservation as do not, on account of absence or for any other cause, sign this agreement, shall, upon receiving their shares in said purchase money, execute and file with the Indian agent on said Colville Reservation a brief relinquishment, releasing to the United States all their right, title, interest, and estate in and to the lands hereby ceded.

"And it is further stipulated that in the event any of said Indians shall, after reasonable notice given, fail, neglect, refuse, or decline to receive and receipt for their shares in said purchase money, then and in all such cases, under such rules and regulations as the Secretary of the Interior may prescribe, the share or shares of such Indians which are not claimed or called for shall become common property of all Indians on said reservation who conform to this agreement, and they shall share and share alike therein.

"ARTICLE 10. At the request of said Indians it is agreed and stipulated that the school site referred to in Article 4 of this agreement shall be located upon that portion of the lands hereby ceded which the Indians interested in said school may select. The sawmill and gristmill referred to in Article 4 shall be located upon that part of the said reservation not ceded at such point as will be convenient to the Indians electing to remain on the ceded part of reservation.

"ARTICLE 11. That in further consideration of the said cession and relinquishment of the tract of land set forth and particularly described in this agreement to the United States by said Indians and their chiefs or headmen, and upon the understanding that said chiefs and their people will faithfully perform this agreement, the United States, in addition to the purchase money aforesaid, will pay to Moses, chief of the Columbia tribe of Indians, the sum of one thousand five hundred dollars in cash; to Joseph, chief of the Nez Percés tribe, the sum of one thousand dollars in cash; to Barnaby, chief of the Colville tribe, the sum of one thousand dollars in cash; to Antwine, chief of the Okanagan tribe, the sum of one thousand dollars in cash; and to Aripaughin, chief of the Lake tribe, the sum of one thousand dollars in cash, from and after the ratification and approval of this agreement by Congress, at which time the same will go into effect.

"ARTICLE 12. That this agreement shall go into effect from and after its approval by Congress.

"Witness our hands and seals the day and year first above written."

"MARK A. FULLERTON, *Commissioner*. [SEAL.]

"W. H. H. DUFUR, *Commissioner*. [SEAL.]

"JAMES F. PAYNE, *Commissioner*. [SEAL.]"

Antoine, chief Okanagans, his x mark,  
seal.

John Gobar, chief Okanagans, his x mark,  
seal.

San Pierre, chief Okanagans, his x mark,  
seal.

Smit-kin, chief Okanagans, his x mark,  
seal.

Æneas, chief Okanagans, his x mark,  
seal.

William Gay, Okanagan, his x mark,  
seal.

Adolph Dissotell, Okanagan, his x mark,  
seal.

John Runnels, Okanagan, his x mark,  
seal.



Edward Mathews, Okanagan, his x mark, seal.

Basile Peone, Okanagan, his x mark, seal.

Andrew, Okanagan, his x mark, seal.

Charles Philips, Okanagan, his x mark, seal.

Victore, his x mark, seal.

Paul, his x mark, seal.

Swon-e-kin "Sam," his x mark, seal.

School House Charley, his x mark, seal.

Louis "Ki-youp-kin," his x mark, seal.

Stanalaws, his x mark, seal.

Louis Sin-pa-sin, his x mark, seal.

Plasie, his x mark, seal.

Tomah, his x mark, seal.

Skoo-mah-men, his x mark, seal.

Kustah, his x mark, seal.

Andrie, his x mark, seal.

Pierre Joseph, his x mark, seal.

John Tilson, his x mark, seal.

San Paul, "Com-ke-soulaw," his x mark, seal.

Basile Tin-tin-hum-wist, his x mark, seal.

Charley Kil-lup-quasket, his x mark, seal.

Atol, his x mark, seal.

Louie "Hoop-pier-we," his x mark, seal.

Bah-Temis-le-kin, his x mark, seal.

Charley, his x mark, seal.

Joe Loop-kin, his x mark, seal.

Arpel, "Su-yake," his x mark, seal.

Yar-pel-e-kin, his x mark, seal.

Coom-e-tal-e-kiah John, his x mark, seal.

I-Quie-Mon-suit, his x mark, seal.

Shal, his x mark, seal.

David Casimer, his x mark, seal.

Kustah, his x mark, seal.

Stanislas, seal.

Wah-clos, his x mark, seal.

Antonire, his x mark, seal.

Andrew "Anter," his x mark, seal.

George Wannacut, seal.

Se-lic-se-moo-low, his x mark, seal.

So-ho-me, his x mark, seal.

Quil-Quil-schullum, his x mark, seal.

Que-nat-quin, his x mark, seal.

Alex Nicholson, his x mark, seal.

Paul, his x mark, seal.

#### *Nez Perce.*

Joseph chief, his x mark, seal.

Tom-nup-siah-hi-hi, his x mark, seal.

Little Man Chief, his x mark, seal.

Hum-tits, his x mark, seal.

"Tom sus lent" Rose Bud, his x mark, seal.

How it Howet il-pilp, his x mark, seal.

Isaac Pole Head, his x mark, seal.

Le-pit isham-tooko, his x mark, seal.

Se-low-ye-law Looking Down, his x mark, seal.

Atal-tocken Buzzard, his x mark, seal.

As-ta-yah Skunk, his x mark, seal.

Tip-ye-lana Skitskin, Eagle Blanket, his x mark, seal.

David Williams, seal.

James Boshet, seal.

Kayuse, his x mark, seal.

Charley Williams "Yet tam," his x mark, seal.

Henry "Curlew," his x mark, seal.

Come Down, his x mark, seal.

Hunin Mox-mox, his x mark, seal.

Charles W. Williams, his x mark, seal.

Yellow Post, his x mark, seal.

Pur-te waw-yah, his x mark, seal.

Yellow Mountain, his x mark, seal.

Wolf Head, his x mark, seal.

Sene-lews, his x mark, seal.

Robert Johnson Te-wot-ko-ko, his x mark, seal.

Lnke Wolf Head, his x mark, seal.

Tis-co-so-pie, his x mark, seal.

Coots-coots-ash-watis, his x mark, seal.

Charley Morton "How wa-il-pilp," his x mark, seal.

Walking Boy, his x mark, seal.

George Spaw-wis, his x mark, seal.

Moyese, his x mark, seal.

Daniel Jefferson, his x mark, seal.

Crow Blanket, his x mark, seal.

O-wi-hi "Grant," his x mark, seal.

Albert Waters "De-hat-wer-hi-aken," his x mark, seal.

Te-wel-ki-yah-kah, his x mark, seal.

We-yah-to-men, widow, her x mark, seal.

Tom-tip-ya-lah, widow, her x mark, seal.

Wo-win-ah, widow, her x mark, seal.

Shet scoop, widow, her x mark, seal.

Tuck-she-hap-poo, widow, her x mark, seal.

Wit-kis poo, widow, her x mark, seal.

Tomah-to-lo-kih, widow, her x mark, seal.

Hum-to we nah, widow, her x mark, seal.

He-men-ki ash, widow, her x mark, seal.

Tam-wa-la-kat-shit, widow, her x mark, seal.

E-we-ow-stem, widow, her x mark, seal.

He-woo-che-men, widow, her x mark, seal.

David Lay, his x mark, seal.

Tack-she-sump ki, his x mark, seal.

Es-ka-loom, his x mark, seal.

Ti-we-tah-kish, her x mark, seal.

Willie Andrews, Nick-e-wqus, his x mark, seal.

#### *Moses's Band.*

Moses, chief Columbias, his x mark, seal.

Te-ow e-set, his x mark, seal.

Pen-ot-etsa, his x mark, seal.

Qui-etsa, his x mark, seal.

Tom-i-yah, his x mark, seal.

Cla-we-atsa, his x mark, seal.

Sten-ets-se-wenah, his x mark, seal.

Newt-ki-etsa, his x mark, seal.

Put-che-ne-en, his x mark, seal.

Swa-pe-lacks, his x mark, seal.

Johnney Walson, his x mark, seal.

Se-ne-ya-ka-ne-mena, his x mark, seal.

Tom Netsa, his x mark, seal.

Charley, his x mark, seal.

Wist-to-low, his x mark, seal.

Kwip-ten-poo-yah, his x mark, seal.

Qual-e-ken, his x mark, seal.

Sock-ke-law, his x mark, seal.

Han-eskeh, his x mark, seal.

Sun, his x mark, seal.  
 Johnny, his x mark, seal.  
 Wat-tot-kin, his x mark, seal.  
 Kas-se-kas-se, his x mark, seal.  
 Top-pe-ah, his x mark, seal.  
 As-law-ens, his x mark, seal.  
 Se-re-coon-sent, his x mark, seal.  
 Quit-kin, his x mark, seal.  
 Quil-te-ne-nah, his x mark, seal.  
 Swo-eh-ten, his x mark, seal.  
 Te-er-har-ken, his x mark, seal.  
 Tim-pasket, his x mark, seal.  
 Sil-le-cal-um, his x mark, seal.  
 Cla-cum-nasket, his x mark, seal.  
 Leo, his x mark, seal.  
 Nah-nun-p-kin, his x mark, seal.  
 Cum-pi-it-ke, his x mark, seal.  
 Quin-to-law, his x mark, seal.  
 Qui-es, his x mark, seal.  
 Ka-ka-et, his x mark, seal.  
 Ah-mah-locken, his x mark, seal.  
 Skoom-te-tsa, his x mark, seal.  
 Inter-spo-sus, his x mark, seal.  
 Ho-mas, his x mark, seal.  
 Sammil, his x mark, seal.  
 Si-e-kin, his x mark, seal.  
 Sha-par-e-was, his x mark, seal.  
 Mary Ann, widow, her x mark, seal.  
 She-em-tat, widow, her x mark, seal.  
 Enem-pe-toa, her x mark, seal.  
 Che-che-t-set, his x mark, seal.  
 Ke-was-nen, his x mark, seal.  
 Kok-sun-nun, his x mark, seal.  
 To-yo-e-ken, his x mark, seal.  
 Wa-sa-sket, his x mark, seal.  
 Ka-le-hat, his x mark, seal.  
 Mah-mi-ack, his x mark, seal.  
 Wash-we, his x mark, seal.  
 Te-wa-wah, his x mark, seal.  
 To-ke-lish, his x mark, seal.  
 Que-molicks, his x mark, seal.  
 Coo-Coo-e-mal-tat, his x mark, seal.  
 Kit-ah-toosh, his x mark, seal.  
 Peter, his x mark, seal.  
 Que-lish-le-kin, his x mark, seal.  
 Wa-wa-to-wa, his x mark, seal.  
 Ka-wal-ek-sa, his x mark, seal.  
 Ski-mi-en, his x mark, seal.  
 Ka-ka-t-um, his x mark, seal.  
 Ka-ki-malex, widow, her x mark, seal.  
 Skoo-me-nal, widow, her x mark, seal.  
 Ko-pe-nolix, widow, her x mark, seal.  
 Que-ya-ke, his x mark, seal.  
 Tue-tue-talex, widow, her x mark, seal.  
 Sa-sap-poo, his x mark, seal.  
 Eto-mup-kin, his x mark, seal.  
 Johnson, his x mark, seal.  
 Tar-pa-kane, his x mark, seal.  
 Pras-ses-kin, his x mark, seal.  
 Louie, his x mark, seal.  
 Le-qu-et-kin, his x mark, seal.  
 Col-col-le-wilish, his x mark, seal.  
 Willie, his x mark, seal.  
 Se-on-m-kin, his x mark, seal.  
 Hume-was-e-ah, his x mark, seal.  
 Kat-tal-pe, his x mark, seal.  
 Tat-haum, his x mark, seal.  
 Wah-pas-sah, his x mark, seal.  
 How-own, his x mark, seal.  
 Low-er-hol-pil, his x mark, seal.

O-ne-ta-kin, his x mark, seal.  
 Ti-e-walox, widow, her x mark, seal.  
 Len-tal-ex, widow, her x mark, seal.  
 Hul-tus, his x mark, seal.  
 Qual-shin, his x mark, seal.  
 Let-hi-e-hen, his x mark, seal.  
 Eex, his x mark, seal.  
 Slik-e-polex, widow, her x mark, seal.  
 Si-ike, his x mark, seal.  
 Tam-mool-mox-mox, widow, her x mark, seal.  
 E-yet-tom-a-new, her x mark, seal.  
 E-met-te-het, his x mark, seal.  
 Ka-moot, his x mark, seal.  
 Staneslas, his x mark, seal.  
 Took-si, his x mark, seal.  
 Sock-le-toma-kicune, his x mark, seal.  
 Kish-kish, his x mark, seal.  
 Se-poo-low, his x mark, seal.  
 Nock-ke-low-yah, his x mark, seal.  
 Ye-ye-yahwe-ton-nah, his x mark, seal.  
 Pierre, his x mark, seal.  
 Ten-as-man, his x mark, seal.  
 Ele, his x mark, seal.  
 Was-e-ton-ee, his x mark, seal.  
 Shas-kin, his x mark, seal.  
 Coom-cqm-sin, his x mark, seal.  
 Qui-sem-e-ow, his x mark, seal.  
 Wal-lim-skekam, his x mark, seal.  
 Sar-pe-she-nalex widow, her x mark, seal.  
 Kloh-kloh, his x mark, seal.  
 Eex-talex, widow, her x mark, seal.  
 Squi-emp-t-kin, his x mark, seal.  
 Stal-e-wah, his x mark, seal.  
 Pock-t-shin, his x mark, seal.  
 Se-pit-sa, widow, her x mark, seal.  
 Quent-pet-sa, widow, her x mark, seal.  
 In-lah-nampt, widow, her x mark, seal.  
 Why-e-wekt, widow, her x mark, seal.  
 We-ah-sueit, his x mark, seal.  
 Lie-e-he, his x mark, seal.  
 Kaw-mil-al-kane, "Okanagan," his x mark, seal.  
 Paul Kah-se-sah, "Okanagan" his x mark, seal.  
 Salmon, "Cultus Jim," "Okanagan" his x mark, seal.  
 Cow-e-nu-lah, "Okanagan," his x mark, seal.  
 Joseph Parkers, "Okanagan," his x mark, seal.  
 Ho-he-kane, "Cragie," "Okanagan," his x mark, seal.  
 Duncan Farell, "Okanagan," his x mark, seal.  
 William Peone, "Okanagan," his x mark, seal.  
 Sta-tan-eus, "Okanagan," her x mark, seal.  
 Mary, widow, "Okanagan," her x mark, seal.  
 Lem-e-lemp, widow, "Okanagan," her x mark, seal.  
 Susann, "Okanagan," her x mark, seal.  
 Mary Madaline, widow, "Okanagan," her x mark, seal.  
 Mary Ann, widow, "Okanagan," her x mark, seal.  
 Que-sin, his x mark, seal.

- Sket-tit-set, "Okanagan," his x mark, seal.  
 Sil-co-su-low, "Okanagan," his x mark, seal.  
 Mary Chance, widow, "Okanagan," her x mark, seal.  
 Addie Disotel, "Okanagan," her x mark, seal.  
 Isabell "Sa-rempt," "Okanagan," her x mark, seal.  
 Mary "Louie," "Okanagan," her x mark, seal.  
 Mary "Joseph," "Okanagan," her x mark, seal.  
 In-qui-etsa, widow, "Okanagan," her x mark, seal.  
 Kil-e-me, widow, "Okanagan," her x mark, seal.  
 Colette, widow, "Okanagan," her x mark, seal.  
 Col-em-tete, widow, "Okanagan," her x mark, seal.  
 Katharine, widow, "Okanagan," her x mark, seal.  
 Margaret, widow, "Okanagan," her x mark, seal.  
 Mary, widow, "Okanagan," her x mark, seal.  
 Sue-e-talex, widow, "Okanagan," her x mark, seal.  
 Nanette, widow, "Okanagan," her x mark, seal.  
 Qui-shin-e-met, widow, "Okanagan," her x mark, seal.  
 Nest-tete, widow, "Okanagan," her x mark, seal.  
 Sophia Peone, widow, "Okanagan," her x mark, seal.  
 Margaret McDougal, widow, "Okanagan," her x mark, seal.  
 Paul-lee, widow, "Okanagan," her x mark, seal.  
 Skin-e-mor-het, widow, "Okanagan," her x mark, seal.  
 Hal-tah-tiest, "Okanagan," his x mark, seal.  
 Kah-netsa, widow, "Okanagan," her x mark, seal.  
 May Ann "Squi-shin-e-ma lox," widow, her x mark, seal.  
 Katharine "Sah-haulix," widow, her x mark, seal.  
 Estah "Brown" widow, Okanagan, her x mark, seal.  
 Colette Sin-son-nei, Okanagan, her x mark, seal.  
 Mary Smith, widow, Okanagan, her x mark, seal.  
 Julia Smith, widow, Okanagan, her x mark, seal.  
 Lizzie Smith, unmarried, Okanagan, her x mark, seal.  
 Alex-seem, Okanagan, his x mark, seal.  
 Kil-e-mee, widow, Okanagan, her x mark, seal.  
 Maggie Jewett, widow, Okanagan, her x mark, seal.  
 Julia Armstrong, Okanagan, her x mark, seal.
- Loui Whill-e-hoo-low, Okanagan, his x mark, seal.  
 Lizzie Moore, Okanagan, seal.  
 Kate Bell, Okanagan, seal.  
 Alice Quil-laskin, Okanagan, her x mark, seal.  
 Ellen Rennels, Okanagan, her x mark, seal.  
 Clara Best, Okanagan, seal.  
 James Beaver, Okanagan, his x mark, seal.  
 Mary Broder, Okanagan, her x mark, seal.  
 Anne Mary Vincent, Okanagan, her x mark, seal.  
 Quit-mouse, Okanagan, his x mark, seal.  
 Swi-op-kane, Okanagan, his x mark, seal.  
 Alex. Suit-tow-su-sulow, Okanagan, his x mark, seal.  
 Coom-tal-e-kin, Okanagan, his x mark, seal.  
 Que-pas-ket, Okanagan, his x mark, seal.  
 Sau-kaut-kin, Okanagan, his x mark, seal.  
 Sa-an-skun, Okanagan, his x mark, seal.  
 Wha-a-dreem, Okanagan, his x mark, seal.  
 Que-que-tas, Okanagan, his x mark, seal.  
 Tse-low-kin, Okanagan, his x mark, seal.  
 Robert Flett, Okanagan, seal.  
 Ne-lo-skin, Okanagan, his x mark, seal.  
 Nu-e-kah-milk, Okanagan, his x mark, seal.  
 Mitchell, Okanagan, his x mark, seal.  
 Wa-wa-yea, Okanagan, his x mark, seal.  
 Tah-mont, Okanagan, his x mark, seal.  
 Perrie "Ka-mocken," Okanagan, his x mark, seal.  
 Ann-tocken, his x mark, seal.
- Kettle River band.*
- Dennis Peone, seal.  
 Gilbert Peone, seal.  
 Isaac Lafleur, his x mark, seal.  
 John Lafleur, his x mark, seal.  
 John Pecar, his x mark, seal.  
 John Huff, seal.  
 Marry Manuel, seal.  
 Maxiem Desotill, his x mark, seal.  
 Richard Keogan, seal.  
 Ester Keogan, seal.  
 Matilda Keogan, seal.  
 Stevens Lambert, his x mark, seal.  
 Joseph Lafleur, his x mark, seal.  
 Olive Shatano, her x mark, seal.  
 Mary St. Peter, her x mark, seal.  
 Mary Lafleur, her x mark, seal.  
 Frank O'Bern, seal.  
 Fatain Charett, his x mark, seal.  
 George Herring, his x mark, seal.  
 David Herring, his x mark, seal.  
 Alex. Iw Nislie San heaten, his x mark, seal.  
 Therease, widow, her x mark, seal.  
 Aeneas, his x mark, seal.  
 Joseph, his x mark, seal.  
 Antoine Noc-wile-e-chud, his x mark, seal.  
 Edward Pachtette, his x mark, seal.  
 John Pachtette, his x mark, seal.  
 Pierre Pachtette, his x mark, seal.

Coos-mas, his x mark, seal.  
 Pierre, his x mark, seal.  
 S-war-law-kin, his x mark, seal.  
 John Wil-cocken, his x mark, seal.  
 Adolph, his x mark, seal.  
 Charley Hat-to-wa, his x mark, seal.  
 Phillips, his x mark, seal.  
 Thomas Adolph, his x mark, seal.  
 Johnny Ska-suce, his x mark, seal.  
 Jose In-pon-ketsa, his x mark, seal.  
 Jennie Nelson, seal.  
 Se-more, his x mark, seal.  
 Mary Granger, widow, her x mark, seal.  
 Agathe Lincoln, seal.  
 Joseph Swe-lock, jr., his x mark, seal.  
 Joseph Swe-lock, sr., his x mark, seal.  
 Paul Swe-lock, his x mark, seal.  
 Cathrine "Little," her x mark, seal.  
 Alex-sa-mine, his x mark, seal.  
 Martin, Moses band, his x mark, seal.  
 Com-com-che-nic-kan "George," his x mark, seal.

*Colville tribe.*

Barnaby, chief of Colvilles, his x mark, seal.  
 Pen-wah Quil-lo-slic poos, his x mark, seal.  
 Pierre Quil-quil-stock-el-lil-tin, his x mark, seal.  
 Joseph "Grand Louis," his x mark, seal.  
 Margaret "widow," her x mark, seal.  
 Therease "widow," her x mark, seal.  
 Louie Merchant, his x mark, seal.  
 Kastah, his x mark, seal.  
 John Stensgar, his x mark, seal.  
 Joseph Piechette, his x mark, seal.  
 Notare "Squis-es-kin," his x mark, seal.  
 Peter Merchant, his x mark, seal.  
 Benjamin Merchant, his x mark, seal.  
 Louie "Til-e-hous-ket," his x mark, seal.  
 Se-witch, his x mark, seal.  
 Qui-qui-itsa, his x mark, seal.  
 Schal, his x mark, seal.  
 Alexima "Darey," his x mark, seal.  
 Joseph Merchant, his x mark, seal.  
 Harry "Wil-coom-tetsa," his x mark, seal.  
 Andrie Quet-ah-tah, his x mark, seal.  
 Alex. Herring, his x mark, seal.  
 Isaac He-too-low, his x mark, seal.  
 Alex. Sin-ah-sau alk, his x mark, seal.  
 Joe Quil-sock-es-chin, his x mark, seal.  
 Quil-ts-ah-nah-ts, his x mark, seal.  
 Sil-le-to-sah, his x mark, seal.  
 Joe-Nen wacht, his x mark, seal.  
 Joseph Pil-kane, his x mark, seal.  
 Joseph Hal-se-kah, sr., his x mark, seal.  
 Joseph Hal-se-kah, jr., his x mark, seal.  
 Mary Ann, "widow," her x mark, seal.  
 William, her x mark, seal.  
 Katharine, "widow," her x mark, seal.  
 Alex. Jandro, his x mark, seal.  
 Melchior, his x mark, seal.  
 Abraham Snow-it-sin, his x mark, seal.  
 Andrew, his x mark, seal.  
 Joe Hes-sil-ca-mia, his x mark, seal.  
 George Willie, his x mark, seal.  
 Donny Cin-na-ma-til-sa, his x mark, seal.

Alex. Con-so-e-lu, his x mark, seal.  
 Pierre Ken-mi-lu, his x mark, seal.  
 Paul Chil-sko-likan, his x mark, seal.  
 Lon-el, his x mark, seal.  
 Joseph Ske-al, his x mark, seal.  
 Johnnie Herren, his x mark, seal.  
 Charlie Hall, his x mark, seal.  
 Louie Paul, his x mark, seal.  
 Cayote, his x mark, seal.  
 Sir-pit-sa, "widow," her x mark, seal.  
 Shil-smo-lo, his x mark, seal.  
 Timothy Orapaughin, his x mark, seal.  
 Ena-mels Orapaughin, his x mark, seal.  
 Hus-tal-kay-a, his x mark, seal.  
 Louie Quil-has-e-me-lu, his x mark, seal.  
 Kist-teku, "widow," her x mark, seal.  
 Sket-ke-na, "widow," her x mark, seal.  
 George White, his x mark, seal.  
 Stanislas, Coos-coos-e-nalex, his x mark, seal.  
 William Hall, his x mark, seal.  
 Se-wil-e-kin, his x mark, seal.  
 Victore, his x mark, seal.  
 Noel Lafleur, his x mark, seal.  
 Nut-o-sasket, his x mark, seal.  
 Alex. "Quil-quil-tuŷy," his x mark, seal.  
 Frank Camile, his x mark, seal.  
 William White, his x mark, seal.  
 Albert White, his x mark, seal.  
 San Paul, his x mark, seal.  
 Joe Louie, his x mark, seal.  
 Edward, his x mark, seal.  
 Pierre, "Kin-soo-low," his x mark, seal.  
 John Hall, his x mark, seal.  
 Joe Comstock, his x mark, seal.  
 "Har-har-te-su," his x mark, seal.  
 Batieste "Har-harte-su," his x mark, seal.  
 Noel, his x mark, seal.  
 Jacquine Lafleur, his x mark, seal.  
 Daniel, his x mark, seal.  
 Cut-ts-cut-ts-amah, his x mark, seal.  
 Octave Lafleur, his x mark, seal.  
 Kin-kin-nah-wah, his x mark, seal.  
 Battieste "Kustah," his x mark, seal.  
 Alexander, his x mark, seal.  
 Alex-su "Si-ketsah," his x mark, seal.  
 Peter Qua-que-mookan, his x mark, seal.  
 Wist pe-toa, widow, her x mark, seal.  
 Aeneas, his x mark, seal.  
 Felix, his x mark, seal.  
 Kustah, his x mark, seal.  
 Mescho Lafleur, his x mark, seal.  
 To-mah "Sat-akor-as," his x mark, seal.  
 Peter "Sque-empt-kin," his x mark, seal.  
 Quin-will-cum-petsa, his x mark, seal.  
 Louie, his x mark, seal.  
 Sont-kow-et-din, his x mark, seal.  
 Wah-wil-kin, his x mark, seal.  
 Te-e-cups, his x mark, seal.  
 Joseph Pierre, his x mark, seal.  
 Artse haw-low, his x mark, seal.  
 Nancy Ah-sil, widow, her x mark, seal.  
 Alex, his x mark, seal.  
 Te-ah-to, his x mark, seal.  
 Pascal, his x mark, seal.  
 John, his x mark, seal.  
 Katherine, widow, her x mark, seal.  
 Battiest Com-too-le-kin, his x mark, seal.  
 Wapphoop-kin, his x mark, seal.

Charles "Nal-tochen," his x mark, seal.  
 Swal-le-com-tkin, his x mark, seal.  
 Pierre, San Poel Band, his x mark, seal.  
 Zuit t-shin, his x mark, seal.  
 Zaint-til-chim, his x mark, seal.  
 Pierre "Skim-kane Colville," his x mark, seal.  
 Albert Hall, his x mark, seal.  
 Andy Tuck-e-noos, his x mark, seal.

*Lake Indians.*

Ora-packen, "Chief of Lakers," his x mark, seal.  
 Robert Bailey, his x mark, seal.  
 Lakey La Mere, his x mark, seal.  
 William Miller, his x mark, seal.  
 Pierre "Kootenai," his x mark, seal.  
 Manuell Clo-sil-kin, his x mark, seal.  
 Angeline Stuart, seal.  
 Sophy Overton, her x mark, seal.  
 Charley Smith, his x mark, seal.  
 Joseph Quin-tasket, his x mark, seal.  
 Liein Thomas, his x mark, seal.  
 Narcisse, his x mark, seal.  
 Ellen, widow, her x mark, seal.  
 Antoll, widow, her x mark, seal.  
 Semoah, his x mark, seal.  
 Joseph "Semoah," his x mark, seal.  
 Alexand, his x mark, seal.  
 Manwell McDonald, his x mark, seal.  
 Johnny, his x mark, seal.  
 Martin "Tonasket" Okanagan, his x mark, seal.  
 Battiest "Tonasket" Okanagan, his x mark, seal.  
 Antonio Tonasket, widow, her x mark, seal.  
 John Semoah, his x mark, seal.  
 Joe Louie, his x mark, seal.  
 Paul Donnie, his x mark, seal.  
 Peter Arcasa, his x mark, seal.  
 Ronald McDonald, his x mark, seal.  
 George Doolittle, his x mark, seal.  
 John, his x mark, seal.  
 Sophia, widow, her x mark, seal.  
 Julia, widow, her x mark, seal.  
 Lizzette, ner x mark, seal.  
 Alex. Simpson, his x mark, seal.  
 Fort Hope Charley, his x mark, seal.  
 William Manwell, his x mark, seal.  
 Casmiere, his x mark, seal.  
 Sor-coom-tet-sa, his x mark, seal.  
 Paul, his x mark, seal.  
 Anarci, his x mark, seal.  
 San Paul, his x mark, seal.  
 Casemar San Paul, his x mark, seal.  
 Donnie Williams, his x mark, seal.  
 Silvester, his x mark, seal.  
 Pit-ars, widow, her x mark, seal.  
 Joseph "Ke-kit-sin," his x mark, seal.  
 Therease, widow, her x mark, seal.  
 Therease, widow, her x mark, seal.  
 Victor Pierre, his x mark, seal.  
 Charley, his x mark, seal.  
 William Quin-tasket, his x mark, seal.  
 Alex, his x mark, seal.  
 Isaac, his x mark, seal.  
 Barnadine, widow, her x mark, seal.

Old Joe, his x mark, seal.  
 Wi-too-low, Colville, his x mark, seal.  
 Joseph, "Lake," his x mark, seal.  
 Louie Sur-as-to, his x mark, seal.  
 William Gun, his x mark, seal.  
 Quil-locken, his x mark, seal.  
 Gus Quil-locken, his x mark, seal.  
 Charley Sur-es-to, his x mark, seal.  
 Hil-la-pere, his x mark, seal.  
 Zariah, his x mark, seal.  
 Nicet-hure, his x mark, seal.  
 Francois, his x mark, seal.  
 Kustah, his x mark, seal.  
 Louie, his x mark, seal.  
 Moses, his x mark, seal.  
 Battieste, his x mark, seal.  
 Old Man-Kustah, his x mark, seal.  
 Alex-see, his x mark, seal.  
 Christian, his x mark, seal.  
 Battieste, his x mark, seal.  
 Alex-see, his x mark, seal.  
 Battiest "Sk-loom," his x mark, seal.  
 Battieste, his x mark, seal.  
 Se-room, his x mark, seal.  
 Adrian, his x mark, seal.  
 Ne-qual-lah, his x mark, seal.  
 Luke, his x mark, seal.  
 Nortear, his x mark, seal.  
 Louie Kootenai, his x mark, seal.  
 Pierre "Spokane," his x mark, seal.  
 Bernar, his x mark, seal.  
 Francois Kootenai, his x mark, seal.  
 Joseph Kootenai, his x mark, seal.  
 John, his x mark, seal.  
 John Jane, his x mark, seal.  
 Joe Ne-wi-lah, his x mark, seal.  
 William Clo-sum, his x mark, seal.  
 Aeneas, his x mark, seal.  
 Edward Ske-al, his x mark, seal.  
 Pierre Aeneas, his x mark, seal.  
 Kustah, his x mark, seal.  
 William, his x mark, seal.  
 Louie Skit-shu-ee, his x mark, seal.  
 Se-moo, his x mark, seal.  
 Andrie, his x mark, seal.  
 San Pierre, his x mark, seal.  
 Torney-till, widow, her x mark, seal.  
 Mar-sell, sr., his x mark, seal.  
 Mar-sell, jr., his x mark, seal.  
 Edward, his x mark, seal.  
 Big Edward, his x mark, seal.  
 Jock, his x mark, seal.  
 Abraham, his x mark, seal.  
 Adriann Tlar-quil, his x mark, seal.  
 Phillip, his x mark, seal.  
 Adolph, his x mark, seal.  
 Charley Conligus, his x mark, seal.  
 Charley, his x mark, seal.  
 Corneilus, his x mark, seal.  
 Joseph Sil-pe-tsa, his x mark, seal.  
 Atol, his x mark, seal.  
 Tom-mah, his x mark, seal.  
 Frank, his x mark, seal.  
 Edward Sip-pre-ann, his x mark, seal.  
 Battiest Pierre, his x mark, seal.  
 Narcisse, his x mark, seal.  
 Stan-ish, his x mark, seal.  
 John Louie, his x mark, seal.  
 Octave Janaro, his x mark, seal.



"Signed, sealed, and delivered in the presence of—

"Hal J. Cole.

"S. F. Sherwood.

"E. C. Thomas.

"I, Robert Flett, United States Indian interpreter for the Colville Indian Agency, do hereby certify, on honor, that the foregoing agreement was carefully read and by me correctly interpreted, and that the contents thereof were fully explained to and fully understood by said Indians before the signing and sealing of the same.

"ROBERT FLETT.

"Witness:

"A. M. ANDERSON."

*Therefore, be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That said agreement be, and the same is hereby, accepted, ratified, and confirmed.*

SECTION 2. That for the purpose of carrying out the terms and stipulations of said agreement, the following sums be, and the same are hereby, appropriated out of any money in the Treasury of the United States not otherwise appropriated, namely:

- For the purpose of making the allotments on the lands by said agreement ceded, as provided in articles two and six, including the necessary surveys, fifty thousand dollars of so much thereof as may be necessary: *Provided*, That said allotments shall be made in manner and form, and the titles thereto held and evidenced as provided in the act of February eighth, eighteen hundred and eighty-seven, entitled "An act to provide for the allotment of lands in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States and the Territories over the Indians, and for other purposes," as amended by the act of February twenty-eighth, eighteen hundred and ninety-one, entitled "An act to amend and further extend the benefits of the act approved February eighth, eighteen hundred and eighty-seven, entitled 'An act to provide for the allotment of land in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States over the Indians, and for other purposes.'"

For the erection and equipment of the school buildings, for the erection of the saw and grist mill, for the purchase of the necessary machinery and fixtures, as stipulated in the fourth article of the agreement, and for the pay of the necessary employes for saw and grist mill, as stipulated in said article, and as provided in agreement of July seventh, eighteen hundred and eighty-three, ratified by act approved July fourth, eighteen hundred and eighty-four, forty-eight thousand dollars, or so much thereof as may be necessary.

For payment to said Indians per capita, as provided in article five of said agreement, the sum of one million five hundred thousand dollars, said sum to bear interest at the rate of five per centum per annum from the date of this act, the principal and interest to be paid out as provided in said article five: *Provided*, That the shares or per capita sums due to minor children under eighteen years of age shall be retained in the Treasury of the United States, and continue to bear interest at the rate of five per centum per annum until paid: *Provided further*, That the shares due to orphan children shall likewise be retained in the Treasury of the United States, and bear interest at the rate of five per centum annually until paid, the interest and such portion of the principal as may be necessary for the use and maintenance of such orphans to be paid to the Indian agent in charge of the Colville Agency, to be expended under the direction of the Commissioner of Indian Affairs: *Provided further*, That the certificate to be furnished by any Indian who shall desire the payment of his share of the purchase money, in two equal annual installments, as provided in article eight, shall be satisfactory in all respects to the Secretary of the Interior: *And provided further*, That the forfeitures provided for in article nine shall in no case be declared or enforced before the expiration of the period of twenty-five years from the passage of this act.

For the erection of the blacksmith shop and suitable dwelling for blacksmith, the purchase of suitable tools and implements, and the pay of a blacksmith for one year, as provided for in article seven, five thousand dollars, or so much thereof as may be necessary.

For payment to five chiefs as provided for in article eleven, five thousand and five hundred dollars. In all one million six hundred and eight thousand and five hundred dollars.

SECTION 3. That whenever any of said lands shall be opened to settlement or entry by the proclamation of the President of the United States, they shall be disposed of under the general laws applicable to said State: *Provided, however*, That each entryman under the homestead laws shall, before receiving final certificate and patent for the land covered by his entry, pay to the United States the sum of one dollar and twenty-five cents per acre for each acre thereof.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF THE ASSISTANT ATTORNEY GENERAL,  
*Washington, D. C., December 26, 1891.*

SIR: I have the honor to acknowledge the receipt, by reference from the honorable First Assistant Secretary, dated the 12th instant, of the report of the Commissioner of Indian Affairs, dated the 5th instant, submitting the agreement made by the commissioners duly appointed on the part of the United States with the Indians on the Colville Indian Reservation in the State of Washington, pursuant to the requirement of the act of Congress approved August 19, 1890 (26 Stat., 355), and also the draft of a bill ratifying said agreement, and making the necessary appropriations for the execution of the same.

By said reference I am requested to "examine the draught of the bill prepared by the Commissioner of Indian Affairs to ratify the accompanying agreement, and make such changes and additions" as in my opinion are required.

A careful examination of the agreement and the draft of the bill shows that the latter, if enacted by Congress, will be quite adequate to carry out the agreement according to its terms and conditions.

The bill, however, makes no provision for the disposition of the ceded lands after the same shall have been freed from the claim of the Indians, and I suggest that an additional section be added to the bill as follows:

SEC. 3. That whenever any of said lands shall be opened to settlement or entry by the proclamation of the President of the United States, they shall be disposed of under the general laws applicable to said State: *Provided, however,* That each entryman under the homestead laws shall, before receiving final certificate and patent for the land covered by his entry, pay to the United States the sum of one dollar and twenty-five cents per acre for each acre thereof.

The words "An act," on page 1, should be stricken out and "A bill" substituted therefor.

The papers submitted are herewith returned.

Very respectfully,

GEO. H. SHIELDS,  
*Assistant Attorney-General.*

The SECRETARY OF THE INTERIOR.

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